THE NATIONAL ARCHIVES
LITTERA SCRIPTA MANET
OF THE UNITED STATES

FEDERAL REGISTER

VOLUME 14 1934 NUMBER 144

Washington, Thursday, July 28, 1949

TITLE 3—THE PRESIDENT

PROCLAMATION 2846

IMMIGRATION QUOTAS

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Secretary of State, the Secretary of Commerce, and the Attorney General have reported to the President that pursuant to the duty imposed and the authority conferred upon them by sections 11 and 12 of the Immigration Act of 1924, approved May 26, 1924 (43 Stat. 159–161), and Reorganization Plan No. V (54 Stat. 1238), they jointly have made the revision provided for in section 12 of the said act and have fixed, in accordance therewith, immigration quotas as hereinafter set forth:

NOW, THEREFORE, I, HARRY S. TRUMAN, President of the United States of America, acting under and by virtue of the authority vested in me by the aforesaid act of Congress, do hereby proclaim and make known that the annual quotas of the nationalities indicated for the remainder of the fiscal year ending June 30, 1950, and for each fiscal year thereafter have been determined in accordance with the law to be, and shall be, as follows:

Country	*Quota*
Greece	310
Italy	5799
Rumania	291
Union of Soviet Socialist Republics	2798
Israel	100
Jordan (formerly Transjordan)	100
Syria	100
Lebanon	100

The combined immigration quota of 123 established for Syria and the Lebanon by Proclamation No. 2283 of April 28, 1938, is hereby abolished.

The immigration quotas proclaimed above are designed solely for the purpose of compliance with the pertinent provisions of the said Immigration Act of 1924 and are not to be regarded as having any significance extraneous to such purpose.

Proclamation No. 2283 of April 28, 1938, is amended accordingly.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this 27th day of July in the year of our Lord nineteen hundred and forty-
[SEAL] nine, and of the Independence of the United States of America the one hundred and seventy-fourth.

HARRY S. TRUMAN

By the President:

DEAN ACHESON,
Secretary of State.

[F. R. Doc. 49-6233; Filed, July 27, 1949; 11:41 a. m.]

TITLE 5—ADMINISTRATIVE PERSONNEL

Chapter II—The Loyalty Review Board

PART 210—THE OPERATIONS OF THE LOYALTY REVIEW BOARD

APPENDIX A—LIST OF ORGANIZATIONS DESIGNATED BY THE ATTORNEY GENERAL PURSUANT TO EXECUTIVE ORDER NO. 9835

The following material is added to Appendix A:

In a letter dated July 20, 1949, the Attorney General has advised the Loyalty Review Board concerning the designation of certain organizations and groups which are affiliated with or otherwise connected with organizations which have been previously declared to come within the scope of Executive Order 9835.

The Attorney General states that the United Spanish Aid Committee, designated in his letter of April 21, 1949, as a Communist organization, is more properly referred to as the United American Spanish Aid Committee, and that the previous listing is hereby changed to reflect the designation of the United American Spanish Aid Committee.

The Attorney General also states that other groups which are affiliates of or otherwise related to organizations heretofore declared to come within Executive Order 9835 are hereby designated as follows:

Communist

American Rescue Ship Mission (a project of the United American Spanish Aid Committee).

Emergency Conference to Save Spanish Refugees (founding body of the North American Spanish Aid Committee).

(Continued on next page)

CONTENTS

THE PRESIDENT

EXECUTIVE AGENCIES

FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following official Federal holidays, by the Division of the Federal Register, the National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U. S. C., ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington 25, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $1.50 per month or $15.00 per year, payable in advance. The charge for individual copies (minimum 15¢) varies in proportion to the size of the issue. Remit check or money order, made payable to the Superintendent of Documents, directly to the Government Printing Office, Washington 25, D. C.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER.

CONTENTS—Continued

CODIFICATION GUIDE

A numerical list of the parts of the Code of Federal Regulations affected by documents published in this issue. Proposed rules, as opposed to final actions, are identified as such.

CODIFICATION GUIDE—Con.

National Conference on American Policy in China and the Far East (a Conference called by the Committee for a Democratic Far Eastern Policy).

The Attorney General states further that the designation of the Communist Party, USA, and of the Communist Political Association includes, of course, all of the State and local branches and factions of the parent groups. Thus the Florida Press and Educational League bears the same designation as its parent body, the Communist Political Association. The Daily Worker Press Club and the Yiddisher Kultur Farband are also included in the designation of the Communist Party, USA, within Executive Order 9835.

(Part III, E. O. 9835, Mar. 21, 1947, 12 F. R. 1935, 3 CFR, 1947 Supp.)

LOYALTY REVIEW BOARD,
UNITED STATES CIVIL SERVICE COMMISSION,
SETH W. RICHARDSON,
Chairman.

[F. R. Doc. 49-6170; Filed, July 27, 1949; 8:59 a. m.]

TITLE 6—AGRICULTURAL CREDIT

Chapter III—Farmers Home Administration, Department of Agriculture

Subchapter B—Farm Ownership Loans

PART 311—BASIC REGULATIONS

SUBPART B—LOAN LIMITATIONS

AVERAGE VALUES OF FARMS AND INVESTMENT LIMITS

For the purposes of Title I of the Bankhead-Jones Farm Tenant Act, as amended, average values of efficient family-type farm-management units and investment limits for the counties identified below are determined to be as herein set forth. The average values and investment limits heretofore established for said counties, which appear in the tabulations of average values and investment limits under § 311.30, Chapter III, Title 6 of the Code of Federal Regulations (13 F. R. 9381), are hereby superseded by the average values and invest-

ment limits set forth below for said counties.

ARIZONA

County	Average value	Investment limit
Apache	$18,000	$12,000
Navajo	18,000	12,000

(Sec. 41 (i), 60 Stat. 1066; 7 U. S. C. 1015 (i). Applies secs. 3 (a), 44 (b), 60 Stat. 1074, 1069; 7 U. S. C. 1003 (a), 1018 (b))

Issued this 22d day of July 1949.

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 49-6162; Filed, July 27, 1949; 8:49 a. m.]

Chapter IV—Production and Marketing Administration and Commodity Credit Corporation, Department of Agriculture

Subchapter C—Loans, Purchases, and Other Operations

[1949 C. C. C. Oats Bulletin 1, Amdt. 1]

PART 642—OATS

SUBPART—1949 OATS LOAN AND PURCHASE AGREEMENT LOAN

1949 CROP OATS PRICE SUPPORT PROGRAM BULLETIN

The regulations issued by Commodity Credit Corporation and the Production and Marketing Administration in 14 F. R. 2972, governing the making of loans and containing the requirements of the purchase agreement program on oats produced in 1949 are hereby amended as follows:

1. Under § 642.105, *Eligible oats*, the first sentence is amended so that the section reads as follows:

§ 642.105 *Eligible oats.* Eligible oats shall be oats which were produced in 1949, the beneficial interest in which is now in the producer, and always has been in him or in him and a former producer whom he succeeded before the oats were harvested: *Provided*, Such oats grade No. 3 or better in accordance with Official Grain Standards of the United States and do not grade weevily, smutty, ergoty, garlicky, bleached, thin, or tough, except that garlicky oats grading U. S. No. 3 garlicky or better, will be eligible in the States for which a support rate is established for garlicky oats in Supplement 1 to this bulletin. (Oats containing in excess of 14.5 percent moisture grade tough and are not eligible). When stored on the farm the oats must have been stored in the granary at least 30 days prior to inspection for measurement, sampling, and sealing unless otherwise approved by the State PMA committee.

2. Under § 642.106, *Approved storage*, paragraph (a) is amended so that the section reads as follows:

§ 642.106 *Approved storage.* Approved storage for oats shall meet the following requirements:

(a) Under the loan program approved farm storage shall consist of storage structures located on the farm, or off the farm provided no warehouse receipt is outstanding, which, as determined by the county committee, are of such substantial and permanent construction as to afford safe storage of oats.

(b) Under the loan and purchase agreement program, approved warehouse storage shall consist of (1) public grain warehouses for which a Uniform Grain Storage Agreement (CCC Form H, Revised), in effect for the 1949 crop has been executed; or (2) warehouses operated by eastern common carriers under tariffs approved by the Interstate Commerce Commission for which custodian agreements are in effect for the program year. The names of approved warehouses may be obtained from State offices and county committees.

3. Section 642.112, *Set-offs*, is amended to read as follows:

§ 642.112 *Set-offs.* If the producer is indebted to CCC on any accrued obligation, or if any installments past due or maturing within twelve months are unpaid on any loan made available by CCC on farm-storage facilities, whether held by CCC or a lending agency, he must designate CCC or such lending agency as the payee of the proceeds of the loan or purchase to the extent of such indebtedness or installments, but not to exceed that portion of the proceeds remaining after deduction of loan service fees and amount due prior lienholders. If the producer is indebted to any other agency of the United States and such indebtedness is listed on the county debt register, he must designate such agency as the payee of the proceeds as provided above. Indebtedness owing to CCC or to a lending agency as provided above shall be given first consideration after claims of prior lienholders.

(Sec. 5 (a), Pub. Law 806, 80th Cong., sec. 1 (d), 202 (a), Pub. Law 897, 80th Cong., 62 Stat. 1072, 1248, 1252)

Issued this 22d day of July 1949.

[SEAL] ELMER F. KRUSE,
Manager,
Commodity Credit Corporation.

RALPH S. TRIGG,
President,
Commodity Credit Corporation.

[F. R. Doc. 49-6178; Filed, July 27, 1949; 9:00 a. m.]

[1949 C. C. C. Oats Bulletin 1, Supp. 1]

PART 642—OATS

SUBPART—1949 CROP OATS LOAN AND PURCHASE AGREEMENT PROGRAM

1949 CROP OATS PRICE SUPPORT PROGRAM

The regulations issued by Commodity Credit Corporation and the Production and Marketing Administration published in 14 F. R. 2972, governing the making of loans and containing the requirements of the purchase agreement program on oats produced in 1949 are hereby supplemented as follows:

§ 642.124 *Support rates*—(a) *County support rates.* Support rates per bushel of eligible oats for the respective States and counties, basis U. S. No. 3 or better, are set forth below:

ALABAMA

County	Rate per bushel
All counties	$0.81

ARIZONA

All counties	$0.73

ARKANSAS

All counties	$0.74

CALIFORNIA

County	Rate per bushel	County	Rate per bushel
Alameda	$0.78	Plumas	$0.71
Alpine	.76	Riverside	.76
Amador	.76	Sacramento	.76
Butte	.75	San Benito	.76
Calaveras	.76	San Bernardino	.76
Colusa	.76	San Diego	.76
Contra Costa	.78	San Joaquin	.77
Del Norte	.76	San Luis Obispo	.76
El Dorado	.75	San Mateo	.78
Fresno	.76	Santa Barbara	.76
Glenn	.75	Santa Clara	.78
Humboldt	.74	Santa Cruz	.77
Imperial	.76	Shasta	.74
Inyo	.76	Sierra	.71
Kern	.76	Siskiyou	.70
Kings	.76	Solano	.78
Lake	.76	Sonoma	.77
Lassen	.71	Stanislaus	.77
Los Angeles	.78	Sutter	.76
Madera	.76	Tehama	.74
Marin	.78	Trinity	.76
Mariposa	.76	Tulare	.76
Mendocino	.76	Tuolumne	.76
Merced	.76	Ventura	.78
Modoc	.70	Yolo	.76
Monterey	.76	Yuba	.76
Napa	.77		
Nevada	.71		
Orange	.76		
Placer	.76		

COLORADO

All counties	$0.67

CONNECTICUT

All counties	$0.79

DELAWARE

All counties	$0.78

FLORIDA

All counties	$0.81

GEORGIA

All counties	$0.81

IDAHO

Ada	$0.64	Gem	$0.64
Adams	.64	Gooding	.66
Bannock	.66	Idaho	.64
Bear Lake	.66	Jefferson	.66
Benewah	.64	Jerome	.66
Bingham	.66	Kootenai	.64
Blaine	.66	Latah	.64
Boise	.64	Lemhi	.64
Bonner	.64	Lewis	.64
Bonnerville	.66	Lincoln	.66
Boundary	.64	Madison	.66
Butte	.66	Minidoka	.66
Camas	.66	Nez Perce	.64
Canyon	.64	Oneida	.66
Caribou	.66	Owyhee	.64
Cassia	.66	Payette	.64
Clark	.66	Power	.66
Clearwater	.64	Shoshone	.64
Custer	.64	Teton	.66
Elmore	.64	Twin Falls	.66
Franklin	.66	Valley	.64
Fremont	.66	Washington	.64

ILLINOIS

Adams	$0.69	Boone	$0.70
Alexander	.69	Brown	.69
Bond	.70	Bureau	.70

ILLINOIS—Continued

County	Rate per bushel	County	Rate per bushel
Calhoun	$0.70	McDonough	$0.69
Carroll	.69	McHenry	.70
Cass	.70	McLean	.70
Champaign	.70	Macon	.70
Christian	.70	Macoupin	.70
Clark	.70	Madison	.71
Clay	.70	Marion	.70
Clinton	.70	Marshall	.70
Coles	.70	Mason	.70
Cook	.71	Massac	.69
Crawford	.70	Menard	.70
Cumberland	.70	Mercer	.69
De Kalb	.70	Monroe	.70
De Witt	.70	Montgomery	.70
Douglas	.70	Morgan	.70
Du Page	.71	Moultrie	.70
Edgar	.70	Ogle	.70
Edwards	.70	Peoria	.70
Effingham	.70	Perry	.70
Fayette	.70	Piatt	.70
Ford	.70	Pike	.69
Franklin	.70	Pope	.69
Fulton	.69	Pulaski	.69
Gallatin	.69	Putnam	.70
Greene	.70	Randolph	.70
Grundy	.70	Richland	.70
Hamilton	.70	Rock Island	.69
Hancock	.69	St. Clair	.70
Hardin	.69	Saline	.69
Henderson	.69	Sangamon	.70
Henry	.69	Schuyler	.69
Iroquois	.70	Scott	.70
Jackson	.70	Shelby	.70
Jasper	.70	Stark	.70
Jefferson	.70	Stephenson	.69
Jersey	.70	Tazewell	.70
Jo Daviess	.69	Union	.69
Johnson	.69	Vermilion	.70
Kane	.71	Wabash	.70
Kankakee	.70	Warren	.69
Kendall	.70	Washington	.70
Knox	.69	Wayne	.70
Lake	.71	White	.70
La Salle	.70	Whiteside	.69
Lawrence	.70	Will	.71
Lee	.70	Williamson	.69
Livingston	.70	Winnebago	.70
Logan	.70	Woodford	.70

INDIANA

County	Rate per bushel	County	Rate per bushel
Adams	$0.72	Jefferson	$0.72
Allen	.72	Jennings	.72
Bartholomew	.72	Johnson	.72
Benton	.71	Knox	.71
Blackford	.72	Kosciusko	.72
Boone	.72	Lagrange	.72
Brown	.72	Lake	.72
Carroll	.72	La Porte	.72
Cass	.72	Lawrence	.71
Clark	.72	Madison	.72
Clay	.71	Marion	.72
Clinton	.72	Marshall	.72
Crawford	.71	Martin	.71
Daviess	.71	Miami	.72
Dearborn	.72	Monroe	.71
Decatur	.72	Montgomery	.72
De Kalb	.72	Morgan	.72
Delaware	.72	Newton	.71
Dubois	.71	Noble	.72
Elkhart	.72	Ohio	.72
Fayette	.72	Orange	.72
Floyd	.72	Owen	.71
Fountain	.71	Parke	.71
Franklin	.72	Perry	.71
Fulton	.72	Pike	.71
Gibson	.71	Porter	.72
Grant	.72	Posey	.71
Greene	.71	Pulaski	.72
Hamilton	.72	Putnam	.72
Hancock	.72	Randolph	.72
Harrison	.71	Ripley	.72
Hendricks	.72	Rush	.72
Henry	.72	St. Joseph	.72
Howard	.72	Scott	.72
Huntington	.72	Shelby	.72
Jackson	.72	Spencer	.71
Jasper	.71	Starke	.72
Jay	.72	Steuben	.72

INDIANA—Continued

County	Rate per bushel	County	Rate per bushel
Sullivan	$0.71	Wabash	$0.72
Switzerland	.72	Warren	.71
Tippecanoe	.72	Warrick	.71
Tipton	.72	Washington	.72
Union	.72	Wayne	.72
Vanderburgh	.71	Wells	.72
Vermillion	.71	White	.72
Vigo	.71	Whitley	.72

IOWA

County	Rate per bushel	County	Rate per bushel
Adair	$0.67	Jefferson	$0.68
Adams	.67	Johnson	.69
Alamakee	.68	Jones	.69
Appanoose	.68	Keokuk	.68
Adubon	.67	Kossuth	.67
Benton	.69	Lee	.69
Black Hawk	.68	Linn	.69
Boone	.67	Louisa	.69
Bremer	.68	Lucas	.68
Buchanan	.68	Lyon	.66
Buena Vista	.67	Madison	.67
Buter	.68	Mahaska	.68
Calhoun	.67	Marion	.68
Carroll	.67	Marshall	.68
Cass	.67	Mills	.67
Cedar	.69	Mitchell	.67
Cerro Gordo	.67	Monona	.66
Cherokee	.66	Monroe	.68
Chickasaw	.68	Montgomery	.67
Cilarke	.67	Muscatine	.69
Clay	.67	O'Brien	.66
Clayton	.68	Osceola	.66
Clinton	.69	Page	.67
Crawford	.67	Palo Alto	.67
Dallas	.67	Plymouth	.66
Davis	.69	Pocahontas	.67
Decatur	.68	Polk	.68
Delaware	.69	Pottawattamie	.67
Des Moines	.69	Poweshiek	.68
Dickinson	.66	Ringgold	.67
Dubuque	.69	Sac	.67
Emmet	.67	Scott	.69
Fayette	.68	Shelby	.67
Floyd	.67	Sioux	.66
Franklin	.68	Story	.68
Fremont	.67	Tama	.68
Greene	.67	Taylor	.67
Grundy	.68	Union	.67
Guthrie	.67	Van Buren	.69
Hamilton	.67	Wapello	.68
Hancock	.67	Warren	.67
Hardin	.68	Washington	.69
Harrison	.67	Wayne	.68
Henry	.69	Webster	.67
Howard	.68	Winnebago	.67
Humboldt	.67	Winneshiek	.68
Ida	.67	Woodbury	.66
Iowa	.68	Worth	.67
Jackson	.69	Wright	.67
Jasper	.68		

KANSAS

County	Rate per bushel	County	Rate per bushel
Allen	$0.69	Ellsworth	$0.66
Anderson	.69	Finney	.68
Atchison	.69	Ford	.68
Barber	.71	Franklin	.69
Barton	.66	Geary	.67
Bourbon	.69	Gove	.65
Brown	.68	Graham	.66
Butler	.71	Grant	.68
Chase	.68	Gray	.68
Chautauqua	.72	Greeley	.65
Cherokee	.72	Greenwood	.69
Cheyenne	.65	Hamilton	.68
Clark	.70	Harper	.72
Clay	.67	Harvey	.69
Cloud	.67	Haskell	.68
Coffey	.69	Hodgeman	.68
Comanche	.70	Jackson	.68
Cowley	.72	Jefferson	.69
Crawford	.71	Jewell	.67
Decatur	.66	Johnson	.69
Dickinson	.67	Kearny	.68
Doniphan	.68	Kingman	.70
Douglas	.69	Kiowa	.69
Edwards	.69	Labette	.72
Elk	.71	Lane	.65
Ellis	.66	Leavenworth	.69

KANSAS—Contiuued

County	Rate per bushel	County	Rate per bushel
Lincoln	$0.66	Rice	$0.67
Linn	.69	Riley	.68
Logan	.65	Rooks	.66
Lyon	.68	Rush	.66
McPherson	.67	Russell	.66
Marion	.67	Saline	.67
Marshall	.68	Scott	.65
Meade	.69	Sedgwick	.71
Miami	.69	Seward	.69
Mitchell	.66	Shawnee	.68
Montgomery	.72	Sheridan	.65
Morris	.67	Sherman	.65
Morton	.69	Smith	.66
Nemaha	.68	Stafford	.69
Neosho	.71	Stanton	.68
Ness	.66	Stevens	.69
Norton	.66	Sumner	.72
Osage	.68	Thomas	.65
Osborne	.66	Trego	.66
Ottawa	.67	Wabaunsee	.68
Pawnee	.69	Wallace	.65
Phillips	.66	Washington	.67
Pottawatomie	.68	Wichita	.65
Pratt	.70	Wilson	.71
Rawlins	.65	Woodson	.69
Reno	.69	Wyandotte	.69
Republic	.67		

KENTUCKY

All counties	$0.75

LOUISIANA

All counties	$0.81

MAINE

All counties	$0.79

MARYLAND

All counties	$0.78

MASSACHUSETTS

All counties	$0.79

MICHIGAN

County	Rate per bushel	County	Rate per bushel
Alcona	$0.70	Keweenaw	$0.68
Alger	.69	Lake	.72
Allegan	.72	Lapeer	.73
Alpena	.70	Leelanau	.70
Antrim	.70	Lenawee	.73
Arenac	.70	Livingston	.73
Baraga	.68	Luce	.69
Barry	.72	Mackinac	.69
Bay	.72	Macomb	.74
Benzie	.70	Manistee	.70
Berrian	.72	Marquette	.69
Branch	.72	Mason	.72
Calhoun	.72	Mecosta	.72
Cass	.72	Menominee	.69
Charlevoix	.70	Midland	.72
Cheboygan	.70	Missaukee	.70
Chippewa	.69	Monroe	.74
Clare	.72	Montcalm	.72
Clinton	.72	Montmorency	.70
Crawford	.70	Muskegon	.72
Delta	.69	Newaygo	.72
Dickinson	.69	Oakland	.73
Eaton	.72	Oceana	.72
Emmet	.70	Ogemaw	.70
Genesee	.73	Ontonagon	.68
Gladwin	.72	Osceola	.72
Gogebic	.68	Oscoda	.70
Grand Traverse	.70	Otsego	.70
Gratiot	.72	Ottawa	.72
Hillsdale	.73	Presque Isle	.70
Houghton	.68	Roscommon	.70
Huron	.72	Saginaw	.72
Ingham	.72	St. Clair	.74
Ionia	.72	St. Joseph	.72
Iosco	.72	Sanilac	.73
Iron	.69	Schoolcraft	.69
Isabella	.72	Shiawassee	.72
Jackson	.73	Tuscola	.73
Kalamazoo	.72	Van Buren	.72
Kalkaska	.70	Washtenaw	.73
Kent	.72	Wayne	.74
		Wexford	.70

MINNESOTA

County	Rate per bushel	County	Rate per bushel
Aitkin	$0.65	Becker	$0.64
Anoka	.67	Beltrami	.64

MINNESOTA—Continued

County	Rate per bushel	County	Rate per bushel
Benton	$0.66	Martin	$0.65
Big Stone	.65	Meeker	.66
Blue Earth	.66	Mille Lacs	.65
Brown	.65	Morrison	.65
Carlton	.66	Mower	.66
Carver	.67	Murray	.65
Cass	.65	Nicollet	.66
Chippewa	.65	Nobles	.65
Chisago	.66	Norman	.64
Clay	.64	Olmsted	.67
Clearwater	.64	Otter Tail	.65
Cook	.65	Pennington	.64
Cottonwood	.65	Pine	.66
Crow Wing	.65	Pipestone	.65
Dakota	.67	Polk	.64
Dodge	.66	Pope	.65
Douglas	.65	Ramsey	.67
Faribault	.65	Red Lake	.64
Fillmore	.67	Redwood	.65
Freeborn	.65	Renville	.65
Goodhue	.66	Rice	.66
Grant	.65	Rock	.65
Hennepin	.67	Roseau	.63
Houston	.67	St. Louis	.65
Hubbard	.65	Scott	.67
Isanti	.66	Sherburne	.66
Itasca	.65	Sibley	.66
Jackson	.65	Stearns	.66
Kanabec	.66	Steele	.66
Kandiyohi	.66	Stevens	.65
Kittson	.63	Swift	.65
Koochiching	.63	Todd	.65
Lac Qui Parle	.65	Traverse	.64
Lake	.65	Wabasha	.66
Lake of the Woods	.64	Wadena	.65
Le Sueur	.66	Waseca	.66
Lincoln	.65	Washington	.67
Lyon	.65	Watonwan	.65
McLeod	.66	Wilkin	.64
Mahnomen	.64	Winona	.67
Marshall	.63	Wright	.66
		Yellow Medicine	.65

MISSISSIPPI

All counties	$0.81

MISSOURI

County	Rate per bushel	County	Rate per bushel
Adair	$0.69	Grundy	$0.68
Andrew	.69	Harrison	.68
Atchison	.68	Henry	.68
Audrain	.70	Hickory	.68
Barry	.69	Holt	.68
Barton	.69	Howard	.69
Bates	.68	Howell	.68
Benton	.68	Iron	.69
Bollinger	.69	Jackson	.69
Boone	.70	Jasper	.69
Buchanan	.69	Jefferson	.71
Butler	.69	Johnson	.69
Caldwell	.69	Knox	.69
Callaway	.70	Laclede	.68
Camden	.69	Lafayette	.69
Cape Girardeau	.69	Lawrence	.69
Carroll	.69	Lewis	.70
Carter	.69	Lincoln	.71
Cass	.69	Linn	.69
Cedar	.68	Livingston	.69
Chariton	.69	McDonald	.68
Christian	.68	Macon	.70
Clark	.69	Madison	.70
Clay	.69	Maries	.70
Clinton	.69	Marion	.70
Cole	.69	Mercer	.68
Cooper	.69	Miller	.69
Crawford	.70	Mississippi	.68
Dade	.68	Moniteau	.69
Dallas	.68	Monroe	.69
Daviess	.68	Montgomery	.70
De Kalb	.69	Morgan	.69
Dent	.69	New Madrid	.68
Douglas	.68	Newton	.70
Dunklin	.68	Nodaway	.68
Franklin	.71	Oregon	.68
Gasconade	.70	Osage	.70
Gentry	.68	Ozark	.68
Greene	.68	Pemiscot	.68
		Perry	.70

MISSOURI—Continued

County	Rate per bushel	County	Rate per bushel
Pettis	$0.69	Schuyler	$0.69
Phelps	.69	Scotland	.69
Pike	.70	Scott	.69
Platte	.69	Shannon	.68
Polk	.68	Shelby	.69
Pulaski	.69	Stoddard	.69
Putnam	.68	Stone	.69
Ralls	.70	Sullivan	.68
Randolph	.69	Taney	.68
Ray	.69	Texas	.68
Reynolds	.69	Vernon	.68
Ripley	.69	Warren	.71
St. Charles	.71	Washington	.70
St. Clair	.68	Wayne	.69
St. Francois	.70	Webster	.68
St. Louis	.71	Worth	.68
Ste. Genevieve	.70	Wright	.68
Saline	.69		

MONTANA

County	Rate per bushel	County	Rate per bushel
Beaverhead	$0.61	Madison	$0.61
Big Horn	.61	Meagher	.61
Blaine	.61	Mineral	.62
Broadwater	.61	Missoula	.61
Carbon	.61	Musselshell	.61
Carter	.61	Park	.61
Cascade	.61	Petroleum	.61
Chouteau	.61	Phillips	.61
Custer	.61	Pondera	.61
Daniels	.61	Powder River	.61
Dawson	.61	Powell	.61
Deer Lodge	.61	Prairie	.61
Fallon	.61	Ravalli	.61
Fergus	.61	Richland	.61
Flathead	.61	Roosevelt	.61
Gallatin	.61	Rosebud	.61
Garfield	.61	Sanders	.62
Glacier	.61	Sheridan	.61
Golden Valley	.61	Silver Bow	.61
Granite	.61	Stillwater	.61
Hill	.61	Sweet Grass	.61
Jefferson	.61	Teton	.61
Judith Basin	.61	Toole	.61
Lake	.61	Treasure	.61
Lewis and Clark	.61	Valley	.61
Liberty	.61	Wheatland	.61
Lincoln	.62	Wibaux	.61
McCone	.61	Yellowstone	.61

NEBRASKA

County	Rate per bushel	County	Rate per bushel
Adams	$0.67	Grant	$0.63
Antelope	.65	Greeley	.65
Arthur	.63	Hall	.65
Banner	.62	Hamilton	.66
Blaine	.64	Harlan	.66
Boone	.66	Hayes	.65
Box Butte	.62	Hitchcock	.65
Boyd	.65	Holt	.65
Brown	.64	Hooker	.62
Buffalo	.65	Howard	.65
Burt	.67	Jefferson	.67
Butler	.67	Johnson	.68
Cass	.67	Kearney	.66
Cedar	.65	Keith	.63
Chase	.64	Keyapaha	.64
Cherry	.63	Kimball	.64
Cheyenne	.64	Knox	.65
Clay	.67	Lancaster	.67
Colfax	.67	Lincoln	.64
Cuming	.66	Logan	.64
Custer	.64	Loup	.64
Dakota	.66	McPherson	.64
Dawes	.62	Madison	.66
Dawson	.65	Merrick	.66
Deuel	.63	Morrill	.62
Dixon	.66	Nance	.66
Dodge	.67	Nemaha	.68
Douglas	.67	Nuckolls	.67
Dundy	.64	Otoe	.67
Fillmore	.67	Pawnee	.68
Franklin	.66	Perkins	.64
Frontier	.65	Phelps	.66
Furnas	.66	Pierce	.66
Gage	.68	Platte	.66
Garden	.63	Polk	.66
Garfield	.65	Redwillow	.65
Gosper	.66	Richardson	.68

NEBRASKA—Continued

County	Rate per bushel	County	Rate per bushel
Rock	$0.64	Thayer	$0.67
Saline	.67	Thomas	.64
Sarpy	.67	Thurston	.66
Saunders	.67	Valley	.65
Scotts Bluff	.62	Washington	.67
Seward	.67	Wayne	.66
Sheridan	.63	Webster	.66
Sherman	.65	Wheeler	.65
Sioux	.62	York	.66
Stanton	.66		

NEVADA

All counties	$0.73

NEW HAMPSHIRE

All counties	$0.79

NEW JERSEY

All counties	$0.78

NEW MEXICO

All counties	$0.70

NEW YORK

All counties	$0.77

NORTH CAROLINA

All counties	$0.81

NORTH DAKOTA

County	Rate per bushel	County	Rate per bushel
Adams	$0.61	McLean	$0.62
Barnes	.64	Mercer	.62
Benson	.63	Morton	.62
Billings	.61	Mountrail	.61
Bottineau	.62	Nelson	.63
Bowman	.61	Oliver	.62
Burke	.61	Pembina	.63
Burleigh	.62	Pierce	.63
Cass	.64	Ramsey	.63
Cavalier	.63	Ransom	.64
Dickey	.64	Renville	.62
Divide	.61	Richland	.64
Dunn	.61	Rolette	.62
Eddy	.63	Sargent	.64
Emmons	.62	Sheridan	.63
Foster	.63	Sioux	.62
Golden Valley	.61	Slope	.61
Grand Forks	.61	Stark	.61
Grant	.62	Steele	.64
Griggs	.64	Stutsman	.63
Hettinger	.61	Towner	.63
Kidder	.63	Traill	.64
La Moure	.63	Walsh	.63
Logan	.63	Ward	.62
McHenry	.62	Wells	.63
McIntosh	.63	Williams	.61
McKenzie	.61		

OHIO

County	Rate per bushel	County	Rate per bushel
Adams	$0.73	Hardin	$0.74
Allen	.74	Harrison	.74
Ashland	.74	Henry	.73
Ashtabula	.74	Highland	.73
Athens	.74	Hocking	.74
Auglaize	.73	Holmes	.74
Belmont	.74	Huron	.74
Brown	.73	Jackson	.74
Butler	.73	Jefferson	.74
Carroll	.74	Knox	.74
Champaign	.73	Lake	.74
Clark	.73	Lawrence	.73
Clermont	.73	Licking	.74
Clinton	.73	Logan	.74
Columbiana	.74	Lorain	.74
Coshocton	.74	Lucas	.74
Crawford	.74	Madison	.74
Cuyahoga	.74	Mahoning	.74
Darke	.73	Marion	.74
Defiance	.73	Medina	.74
Delaware	.74	Meigs	.73
Erie	.74	Mercer	.73
Fairfield	.74	Miami	.73
Fayette	.73	Monroe	.74
Franklin	.74	Montgomery	.73
Fulton	.73	Morgan	.74
Gallia	.73	Morrow	.74
Geauga	.74	Muskingum	.74
Greene	.73	Noble	.74
Guernsey	.74	Ottawa	.74
Hamilton	.73	Paulding	.73
Hancock	.74	Perry	.74

OHIO—Continued

County	Rate per bushel	County	Rate per bushel
Pickaway	$0.74	Summit	$0.74
Pike	.74	Trumbull	.74
Portage	.74	Tuscarawas	.74
Preble	.73	Union	.74
Putnam	.74	Van Wert	.73
Richland	.74	Vinton	.74
Ross	.74	Warren	.73
Sandusky	.74	Washington	.74
Scioto	.73	Wayne	.74
Seneca	.74	Williams	.73
Shelby	.73	Wood	.74
Stark	.74	Wyandot	.74

OKLAHOMA

Adair	$0.73	Le Flore	$0.73
Alfalfa	.72	Lincoln	.73
Atoka	.73	Logan	.73
Beaver	.71	Love	.73
Beckham	.73	McClain	.73
Blaine	.73	McCurtain	.73
Bryan	.73	McIntoch	.73
Caddo	.73	Major	.73
Canadian	.73	Marshall	.73
Carter	.73	Mayes	.72
Cherokee	.73	Murray	.73
Choctaw	.73	Muskogee	.73
Cimarron	.71	Noble	.73
Cleveland	.73	Nowata	.72
Coal	.73	Okfuskee	.73
Comanche	.73	Oklahoma	.73
Cotton	.73	Okmulgee	.73
Craig	.72	Osage	.72
Creek	.73	Ottawa	.72
Custer	.73	Pawnee	.73
Delaware	.72	Payne	.73
Dewey	.72	Pittsburg	.73
Ellis	.72	Pontotoc	.73
Garfield	.73	Pottawatomie	.73
Garvin	.73	Pushmataha	.73
Grady	.73	Roger Mills	.72
Grant	.72	Rogers	.72
Greer	.73	Seminole	.73
Harmon	.73	Sequoyah	.73
Harper	.71	Stephens	.73
Haskell	.73	Texas	.71
Hughes	.73	Tillman	.73
Jackson	.73	Tulsa	.73
Jefferson	.73	Wagoner	.73
Johnston	.73	Washington	.72
Kay	.72	Washita	.73
Kingfisher	.73	Woods	.72
Kiowa	.73	Woodward	.72
Latimer	.73		

OREGON

Baker	$0.65	Lane	$0.69
Benton	.70	Linn	.70
Clackamas	.71	Malheur	.64
Columbia	.72	Marion	.71
Crook	.68	Morrow	.70
Deschutes	.68	Multnomah	.72
Douglas	.68	Polk	.71
Gilliam	.70	Sherman	.70
Grant	.64	Umatilla	.68
Harney	.65	Union	.65
Hood River	.71	Wallowa	.65
Jackson	.67	Wasco	.70
Jefferson	.68	Washington	.72
Josephine	.67	Wheeler	.68
Klamath	.67	Yamhill	.71
Lake	.67		

PENNSYLVANIA

Adams	$0.77	Clarion	$0.75
Allegheny	.75	Clearfield	.75
Armstrong	.75	Clinton	.75
Beaver	.75	Columbia	.76
Bedford	.75	Crawford	.75
Berks	.77	Cumberland	.76
Blair	.75	Dauphin	.76
Bradford	.76	Delaware	.78
Bucks	.78	Elk	.75
Butler	.75	Erie	.75
Cambria	.75	Fayette	.75
Cameron	.75	Forest	.75
Carbon	.76	Franklin	.76
Centre	.75	Fulton	.75
Chester	.78	Greene	.75

PENNSYLVANIA—Continued

County	Rate per bushel	County	Rate per bushel
Huntingdon	$0.75	Perry	$0.75
Indiana	.75	Philadelphia	.78
Jefferson	.75	Pike	.76
Juniata	.75	Potter	.75
Lackawanna	.76	Schuylkill	.76
Lancaster	.77	Snyder	.75
Lawrence	.75	Somerset	.75
Lebanon	.77	Sullivan	.76
Lehigh	.77	Susquehanna	.76
Luzerne	.76	Tioga	.76
Lycoming	.76	Union	.75
McKean	.75	Venango	.75
Mercer	.75	Warren	.75
Mifflin	.75	Washington	.75
Monroe	.76	Wayne	.76
Montgomery	.78	Westmoreland	.75
Montour	.76	Wyoming	.76
Northampton	.76	York	.77
Northumberland	.76		

RHODE ISLAND

All counties $0.79

SOUTH CAROLINA

All counties $0.81

SOUTH DAKOTA

Armstrong	$0.62	Jackson	$0.62
Aurora	.64	Jerauld	.64
Beadle	.64	Jones	.62
Bennett	.63	Kingsbury	.64
Bon Homme	.65	Lake	.65
Brookings	.65	Lawrence	.61
Brown	.64	Lincoln	.65
Brule	.64	Lyman	.63
Buffalo	.64	McCook	.65
Butte	.61	McPherson	.63
Campbell	.63	Marshall	.64
Charles Mix	.64	Meade	.61
Clark	.64	Mellette	.63
Clay	.66	Minor	.64
Codington	.65	Minnehaha	.65
Corson	.62	Moody	.65
Custer	.61	Pennington	.61
Davison	.64	Perkins	.61
Day	.64	Potter	.63
Deuel	.65	Roberts	.65
Dewey	.62	Sanborn	.64
Douglas	.64	Shannon	.63
Edmunds	.63	Spink	.64
Fall River	.61	Stanley	.62
Faulk	.64	Sully	.63
Grant	.65	Todd	.63
Gregory	.64	Tripp	.64
Haakon	.61	Turner	.65
Hamlin	.65	Union	.66
Hand	.64	Walworth	.63
Hanson	.65	Washabaugh	.63
Harding	.61	Washington	.63
Hughes	.63	Yankton	.65
Hutchinson	.65	Ziebach	.61
Hyde	.63		

TENNESSEE

All counties $0.78

TEXAS

Anderson	$0.76	Brown	$0.74
Andrews	.72	Burleson	.77
Angelina	.77	Burnet	.75
Aransas	.77	Caldwell	.76
Archer	.73	Calhoun	.77
Armstrong	.73	Callahan	.73
Austin	.78	Camp	.75
Bailey	.73	Carson	.73
Bandera	.75	Cass	.75
Bastrop	.77	Castro	.73
Baylor	.73	Chambers	.79
Bee	.76	Cherokee	.76
Bell	.76	Childress	.73
Bexar	.75	Clay	.73
Blanco	.75	Cochran	.73
Borden	.73	Coke	.73
Bosque	.75	Coleman	.73
Bowie	.74	Collin	.75
Brazoria	.79	Collingsworth	.73
Brazos	.77	Colorado	.79
Briscoe	.73		

TEXAS—Continued

County	Rate per bushel	County	Rate per bushel
Comal	$0.75	Llano	$0.74
Comanche	.74	Lubbock	.73
Concho	.73	Lynn	.73
Cooke	.73	McCulloch	.74
Coryell	.76	McLennan	.76
Cottle	.73	Madison	.77
Crosby	.73	Marion	.75
Dallam	.71	Martin	.72
Dallas	.75	Mason	.74
Dawson	.73	Matagorda	.79
Deaf Smith	.73	Medina	.75
Delta	.74	Menard	.74
Denton	.75	Milam	.76
De Witt	.77	Mills	.75
Dickens	.73	Mitchell	.73
Donley	.73	Montague	.73
Eastland	.73	Montgomery	.79
Ellis	.75	Moore	.72
Erath	.74	Morris	.75
Falls	.76	Motley	.73
Fannin	.74	Nacogdoches	.77
Fayette	.77	Navarro	.76
Fisher	.73	Newton	.78
Floyd	.73	Nolan	.73
Foard	.73	Nueces	.76
Fort Bend	.79	Ochiltree	.72
Franklin	.75	Oldham	.73
Freestone	.76	Orange	.79
Frio	.75	Palo Pinto	.73
Gaines	.73	Panola	.76
Galveston	.81	Parker	.74
Garza	.73	Parmer	.73
Gillespie	.74	Pecos	.72
Goliad	.77	Polk	.78
Gonzales	.76	Potter	.73
Gray	.73	Rains	.75
Grayson	.74	Randall	.73
Gregg	.76	Red River	.74
Grimes	.77	Refugio	.77
Guadalupe	.76	Roberts	.72
Hale	.73	Robertson	.76
Hall	.73	Rockwall	.75
Hamilton	.75	Runnels	.73
Hansford	.72	Rusk	.76
Hardeman	.73	Sabine	.77
Hardin	.79	San Augustine	.77
Harris	.81	San Jacinto	.78
Harrison	.76	San Patricio	.76
Hartley	.72	San Saba	.75
Haskell	.73	Schleicher	.73
Hays	.75	Scurry	.73
Hemphill	.72	Shackelford	.73
Henderson	.76	Shelby	.77
Hill	.76	Sherman	.71
Hockley	.73	Smith	.76
Hood	.75	Somervell	.75
Hopkins	.74	Stephens	.73
Houston	.77	Sterling	.72
Howard	.73	Stonewall	.73
Hunt	.75	Swisher	.73
Hutchinson	.72	Tarrant	.75
Jack	.73	Taylor	.73
Jackson	.78	Terry	.73
Jasper	.78	Throckmorton	.73
Jefferson	.79	Titus	.75
Jim Wells	.76	Tom Green	.73
Johnson	.75	Travis	.76
Jones	.73	Trinity	.77
Karnes	.76	Tyler	.78
Kaufman	.75	Upshur	.75
Kendall	.74	Uvalde	.75
Kent	.73	Van Zandt	.75
Kerr	.74	Victoria	.77
Kimble	.74	Walker	.77
King	.73	Waller	.79
Kleberg	.76	Washington	.77
Knox	.73	Wharton	.79
Lamar	.74	Wheeler	.73
Lamb	.73	Wichita	.73
Lampasas	.75	Wilbarger	.73
La Salle	.75	Williamson	.76
Lavaca	.77	Wilson	.76
Lee	.77	Wise	.74
Leon	.76	Wood	.75
Liberty	.79	Yoakum	.73
Limestone	.76	Young	.73
Lipscomb	.72	Zavala	.75
Live Oak	.76		

UTAH

County	Rate per bushel
All counties	$0.70

VERMONT

All counties	$0.79

VIRGINIA

All counties	$0.79

WASHINGTON

County	Rate per bushel	County	Rate per bushel
Adams	$0.66	Lewis	$0.70
Asotin	.66	Lincoln	.66
Benton	.68	Mason	.68
Chelan	.66	Okanogan	.64
Clallam	.68	Pacific	.68
Clark	.71	Pend Oreille	.64
Columbia	.67	Pierce	.68
Cowlitz	.70	San Juan	.68
Douglas	.64	Skagit	.68
Ferry	.64	Skamania	.70
Franklin	.66	Snohomish	.68
Garfield	.67	Spokane	.66
Grant	.66	Stevens	.64
Grays Harbor	.68	Thurston	.68
Island	.68	Wahkiakum	.68
Jefferson	.68	Walla Walla	.67
King	.68	Whatcom	.68
Kitsap	.68	Whitman	.66
Kittitas	.68	Yakima	.68
Klickitat	.70		

WEST VIRGINIA

All counties	$0.77

WISCONSIN

Adams	$0.68	Marathon	$0.68
Ashland	.65	Marinette	.67
Barron	.66	Marquette	.68
Bayfield	.65	Milwaukee	.71
Brown	.68	Monroe	.68
Buffalo	.67	Oconto	.68
Burnett	.66	Oneida	.67
Calumet	.69	Outagamie	.68
Chippewa	.67	Ozaukee	.69
Clark	.67	Pepin	.67
Columbia	.69	Pierce	.67
Crawford	.68	Polk	.66
Dane	.69	Portage	.68
Dodge	.69	Price	.67
Door	.68	Racine	.71
Douglas	.66	Richland	.68
Dunn	.67	Rock	.69
Eau Claire	.67	Rusk	.67
Florence	.67	St. Croix	.67
Fond du Lac	.69	Sauk	.68
Forest	.67	Sawyer	.66
Grant	.68	Shawano	.68
Green	.69	Sheboygan	.69
Green Lake	.69	Taylor	.67
Iowa	.68	Trempealeau	.67
Iron	.65	Vernon	.68
Jackson	.68	Vilas	.66
Jefferson	.69	Walworth	.70
Juneau	.68	Washburn	.66
Kenosha	.71	Washington	.69
Kewanee	.68	Waukesha	.69
La Crosse	.68	Waupaca	.68
Lafayette	.68	Waushara	.68
Langlade	.67	Winnebago	.69
Lincoln	.67	Wood	.68
Manitowoc	.69		

WYOMING

All counties	$0.64

The support rate for oats in farm-storage or warehouse storage (terminal, subterminal or country) will be the rate established for the county in which the oats are stored, or if delivered under a purchase agreement, the support rate established for the approved point of delivery, except that the support rate for oats in Baltimore, Maryland, shall be the support rate established for all counties in Maryland and the support rate for oats in St. Louis, Missouri, shall be the support rate established for St. Louis County, Missouri. No adjustment will be made from the support rate for freight paid in case of rail movement.

(b) *Special support rate.* A support rate of 65 cents per bushel for oats grading U. S. No. 3, or better, Garlicky, whether in warehouse-storage or farm-storage, is established for the following States: Delaware, Kentucky, Maryland, New Jersey, North Carolina, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia.

(c) *Warehouse charges.* The warehouse receipt and the oats represented thereby may be subject to liens for warehouse charges only from May 15, 1949, or the date of the warehouse receipt, whichever is later.

A deduction of 8 cents per bushel will be made from the support rate when oats are placed under a warehouse storage loan or when stored in an approved warehouse and delivered to CCC under a purchase agreement, unless evidence is submitted with the warehouse receipt showing that all warehouse charges, except receiving charges, have been prepaid through April 30, 1950.

§ 642.125 *Settlement*—(a) *Farm-storage loans.* Settlement on eligible oats delivered to CCC under the loan program will be made at the support rate established in § 642.124, for the location where the oats were stored, for the total quantity delivered.

Irrespective of the provisions of the mortgage supplement, if the oats when delivered are of a grade and/or quality for which no support rate has been established, the settlement value shall be the support rate established for the grade and/or quality of the oats placed under loan, less the difference, if any, at the time of delivery, between the market price for the grade and/or quality placed under loan and the market price of the oats delivered, as determined by CCC.

(b) *Purchase agreement.* Oats delivered to CCC under a purchase agreement must meet the requirements of oats eligible for loan. The purchase rate per bushel of eligible oats will be the support rate established for the approved point of delivery. In the case of oats stored in an eligible warehouse delivered to CCC under a purchase agreement, evidence must be submitted with the warehouse receipt that all warehouse charges, except receiving charges, have been prepaid through April 30, 1950, or a deduction of 8 cents per bushel will be made from the applicable purchase price and CCC will assume the accrued warehouse charges on the oats: *Provided,* That, CCC will not assume any charges in excess of those provided under the Uniform Grain Storage Agreement (CCC Form H, Revised) for the 1949 crop.

(c) *Track-loading.* Track-loading payments of 2 cents per bushel will be made on oats delivered to CCC on track at a country point.

(d) *Storage allowance.* There shall be no storage allowance on oats placed under a loan or delivered to CCC under a purchase agreement.

(Sec. 5 (a), Pub. Law 806, 80th Cong., sec. 1 (d), 202 (a), Pub. Law 897, 80th Cong., 62 Stat. 1072, 1248, 1252)

Issued this 22d day of July 1949.

[SEAL] ELMER F. KRUSE,
Manager,
Commodity Credit Corporation.

Approved:

F. K. WOOLLEY,
Vice President, Commodity Credit Corporation.

[F. R. Doc. 49-6179; Filed, July 27, 1949; 9:00 a. m.]

TITLE 7—AGRICULTURE

Chapter IV—Federal Crop Insurance Corporation, Department of Agriculture

PART 419—COTTON CROP INSURANCE

SUBPART—REGULATIONS FOR THE 1950 AND SUCCEEDING CROP YEARS

The Federal Crop Insurance Program is part of the general program of the United States Department of Agriculture administered for the benefit of agriculture.

By virtue of the authority contained in the Federal Crop Insurance Act, as amended, the "Regulations for Continuous Contracts for the 1949 and Succeeding Crop Years," as amended (13 F. R. 5261, 5397, 6475, 6904, 7 CFR 419.1 et seq.; 14 F. R. 1393), which shall continue in full force and effect for the 1949 crop year, are hereby amended for the 1950 and succeeding crop years to read as set forth below. The provisions of this subpart shall, until amended or superseded, apply to all continuous cotton contracts as they relate to the 1950 and succeeding crop years.

Sec.

AUTHORITY: §§ 419.1 to 419.18 issued under secs. 506 (e), 516, 52 Stat. 73, 77, as amended; 7 U. S. C. 1506 (e), 1516 (b). Interpret or apply secs. 507 (c), 508, 509, 52 Stat. 73, 74, 75, as amended; 7 U. S. C. and Sup., 1507 (c), 1508, 1509.

§ 419.1 *Availability of cotton crop insurance.* (a) Cotton crop insurance under continuous contracts will be provided only in accordance with this subpart in not to exceed the number of counties prescribed by the Federal Crop Insurance

Act, as amended. A list of these counties will be published annually by amendment to this section.

(b) Insurance on either a commodity coverage basis or a monetary coverage basis may be offered under this subpart. However, insurance on only one such basis will be provided in a county. The type of coverage applicable to each county will be designated (1) by the Corporation and shown on the county actuarial table and (2) by amendment to this section.

(c) Insurance will not be provided with respect to applications for cotton insurance filed in a county in accordance with this subpart unless such written applications, together with cotton crop insurance contracts in force for the ensuing crop year, cover the minimum number of farms prescribed by the Federal Crop Insurance Act, as amended. For this purpose an insurance unit shall be counted as one farm.

§ 419.2 *Coverage per acre.* The Corporation shall establish coverages per acre by areas which shall not be in excess of the maximum limitations prescribed in the Federal Crop Insurance Act, as amended. Coverages so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year as the Corporation may elect. The coverage per acre for any specific acreage shall be the coverage (for the applicable farming practice, if any) approved by the Corporation for the coverage and rate area in which the acreage is located.

§ 419.3 *Premium rates.* The Corporation shall establish premium rates per acre by areas for all acreage for which coverages are established and such rates shall be those deemed adequate to cover claims for cotton crop losses and to provide a reasonable reserve against unforeseen losses. Premium rates so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year as the Corporation may elect. The premium rate per acre for any specific acreage shall be the premium rate (for the applicable farming practice, if any) approved by the Corporation for the coverage and rate area in which the acreage is located.

§ 419.4 *Application for insurance.* Application for insurance on a form entitled "Application for Cotton Crop Insurance" may be made by any person to cover his interest as landlord, owner-operator, tenant, or sharecropper, in a cotton crop. For any crop year applications shall be submitted to the county office on or before the following applicable closing date preceding such crop year.

(a) January 31 for Lubbock County, Texas.

(b) March 25 for all counties in Arizona and New Mexico.

(c) March 31 for Houston County, Alabama; Burke and Dooly Counties, Georgia; Bienville, Caddo, Natchitoches, and Richland Parishes, Louisiana; Covington and Walthall Counties, Mississippi; Orangeburg County, South Carolina; and Bell, Collin, Ellis, Fannin, Grayson, Hill, McLennan, Navarro, Red River, and Williamson Counties, Texas.

(d) April 10 for all other counties.

§ 419.5 *The contract.* Upon acceptance of an application for insurance by a duly authorized representative of the Corporation, the contract shall be in effect and will consist of the application and the policy issued by the Corporation. The provisions of the commodity coverage policy are shown in § 419.17 and the provisions of the monetary coverage policy are shown in § 419.18.

§ 419.6 *Reduction of premium based on good experience.* The insured's annual premium for any year may be reduced 25 percent in the case of either commodity coverage insurance or monetary coverage insurance if he has had seven consecutively insured cotton crops (preceding the current crop year) without a loss for which an indemnity was paid. If the insured is not eligible for the above premium reduction, his annual premium for any year may be reduced as follows: (a) Not to exceed 25 percent for commodity coverage insurance if it is determined by the Corporation that the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops (ending with the current crop year) exceeds his total coverage (computed on a harvested acreage basis), or (b) not to exceed 25 percent for monetary coverage insurance if it is determined by the Corporation that the cash equivalent (based on the predetermined price for that crop year) of the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops (ending with the current crop year) exceeds his total coverage (computed on a harvested acreage basis). As used in this section, "consecutively insured crops" means cotton crops insured in consecutive years during which insurance was available. Failure to apply for insurance in any year when insurance is offered in the county in which the insured's farm is located shall break the insured's continuity of consecutively insured crops prior to such year, even though insurance may not be provided in the county during such year because of failure to meet the minimum participation requirement: *Provided, however,* That failure to apply for insurance for any year will not break the continuity of consecutively insured crops, if (1) the failure to apply for insurance was due to service in active military or naval service of the United States, or (2) the insured establishes to the satisfaction of the Corporation, that failure to apply for insurance for any crop year was due to the fact that cotton was not planted in that year. Nothing in this section shall create in the insured any right to a reduced premium.

§ 419.7 *Person to whom indemnity shall be paid.* (a) Any indemnity payable under a contract shall be paid to the insured or such other person as may be entitled to the benefits of the contract under the provisions of this subpart, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered, or entered therein. No officer, agent, or employee of the Corporation shall, because of any such process, order or decree, pay or cause to be paid to any person other than the insured or other person entitled to the benefits of the contract, any indemnity payable in accordance with the provisions of the contract. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(b) The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which indemnity payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive and payment of an indemnity to such person(s) shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

§ 419.8 *Public notice of indemnities paid.* The Corporation shall provide for the posting annually in each county at the county courthouse of a list of indemnities paid for losses on farms in such county.

§ 419.9 *Death, incompetence, or disappearance of insured.* (a) If the insured dies, is judicially declared incompetent, or disappears after planting the cotton crop in any year but before the time of loss, and his insured interest in the cotton crop is a part of his estate at such time, or if the insured dies, is judicially declared incompetent, or disappears subsequent to such time, the indemnity, if any, shall be paid to the legal representative of his estate, if one is appointed or is duly qualified. If no such representative is or will be so qualified the indemnity shall be paid to the persons beneficially entitled to share in the insured interest in the crop or to any one or more of such persons on behalf of all such persons: *Provided, however,* That if the indemnity exceeds $500, the Corporation may withhold the payment of the indemnity until a legal representative of the insured's estate is duly qualified to receive such payment.

(b) If the insured dies, is judicially declared incompetent or disappears after the planting of the cotton crop in any year but before the time of loss, and his interest in the crop is not a part of his estate at such time, the indemnity, if any, shall be paid to the person(s) who succeeded to his interest in the crop in the manner provided for in the cotton crop insurance policy.

(c) If an applicant for insurance or the insured, as the case may be, dies, is judicially declared incompetent, or dis-

appears less than 15 days before the applicable calendar closing date for the filing of applications for insurance in any year, and before the beginning of planting of the cotton crop in such year, whoever succeeds him on the farm with the right to plant the cotton crop as his heir or heirs, administrator, executor, guardian, committee, or conservator, shall be substituted for the original applicant or the insured upon filing with the county office within 15 days (unless such period is extended by the Corporation) after the date of such death, judicial declaration or termination of the period which establishes disappearance within the meaning of this subpart, or before the date of the beginning of planting of the cotton crop, whichever is earlier, a statement in writing in the form and manner prescribed by the Corporation, requesting such substitution and agreeing to assume the obligations of the original applicant or the insured arising out of such application or the contract: *Provided, however,* That any substitution made pursuant to this paragraph shall be effective only with respect to the cotton crop to be planted in the ensuing crop year, and the contract shall terminate at the end of such year. If no such statement is filed, as required by this paragraph, the original application or contract shall be void.

(d) In case of death of the insured after the planting of the cotton crop is begun for any crop year, any additional acreage of cotton which is planted for the insured's estate for that crop year shall be covered by the contract.

(e) Subject to the provisions of paragraph (a) of this section, the contract shall terminate upon death, judicial declaration of incompetence, or disappearance of the insured, except that if such death, judicial declaration of incompetence, or disappearance occurs after the planting of the cotton crop in any crop year but before the end of the insurance period for such year, the contract shall terminate at the end of such insurance period.

(f) The insured shall be deemed to have disappeared within the meaning of this subpart if he fails to file with the county office written notice of his new mailing address within 180 calendar days after any communication by or on behalf of the Corporation is returned undeliverable at the last known address of the insured.

§ 419.10 *Fiduciaries.* Any indemnity payable under a contract entered into in the name of a fiduciary who is no longer acting in such capacity at the time for the payment of indemnity will be made to the succeeding fiduciary upon appropriate application and proof satisfactory to the Corporation of his incumbency. If there is no succeeding fiduciary, payment of the indemnity shall be made to the persons beneficially entitled under this subpart to the insured interest in the crop, to the extent of their respective interest, upon proper application and proof of the facts: *Provided, however,* That the settlement may be made with any one or more of the persons on behalf of all the persons so entitled, whether or not the person to whom payment is made has been authorized by the other interested persons to receive such payment.

§ 419.11 *Assignment or transfer of claims for refunds of excess note payments not permitted.* No claim for a refund of an excess note payment or any part thereof, or any interest therein, shall be assignable or transferable, notwithstanding any assignment under the contract or any transfer of interest in any cotton crop covered by the contract. Refund of any excess note payment will be made only to the person who made such payment, except as provided in § 419.12.

§ 419.12 *Refund of excess note payments in case of death, incompetence, or disappearance.* In any case where a person who is entitled to a refund of an excess note payment has died, has been judicially declared incompetent, or has disappeared, the provisions of § 419.9 with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

§ 419.13 *Creditors.* An interest (including an involuntary transfer) in an insured cotton crop because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

§ 419.14 *Partial insurance protection.* (a) An applicant may elect to apply for one-half of the maximum protection available under the contract. This election may be made only on an application for insurance filed on or before the closing date for filing applications.

(b) An insured may elect, subject to approval by the Corporation, to change from maximum protection to one-half of the maximum protection available under the contract or to change from one-half protection to maximum protection. Any request for such change for any crop year shall be in writing and must be filed with the Corporation on or before the final date for cancelation of the contract for such crop year.

§ 419.15 *Rounding of fractional units.* In the case of commodity coverage insurance, the premium and the total coverage shall be rounded to whole pounds. In the case of monetary coverage insurance, the premium, the total coverage and the value of the total production shall be rounded to cents. Production shall be rounded to whole pounds. Fractions of acres shall be rounded to tenths of acres. Computations shall be carried one digit beyond the digit that is to be rounded. If the last digit is 1, 2, 3, or 4, the rounding shall be downward. If the last digit is 5, 6, 7, 8, or 9, the rounding shall be upward.

§ 419.16 *Changes in continuous contracts covering the 1949 and succeeding crop years.* The commodity coverage and monetary coverage cotton crop insurance policies issued for 1949 and succeeding crop years shall be amended for 1950 and succeeding crop years by rider so that the terms and conditions of such policies will conform to the terms and conditions of the applicable policy set forth herein.

§ 419.17 *The commodity coverage policy.* The provisions of the commodity coverage policy for 1950 and succeeding crop years are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to the terms and conditions set forth or referred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

_____
(Name)

_____
(Policy Number)

_____
(Address)

_____ _____
(County) (State)

(hereinafter designated as the insured) against unavoidable loss of lint cotton production on his cotton crop due to drought, flood, hail, wind, frost, freeze, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease and such other unavoidable causes as may be determined by the Board of Directors of the Corporation. (For irrigated acreage, see section 31.) In witness whereof, the Federal Crop Insurance Corporation has caused this policy to be issued this _____ day of _____ 19____.

FEDERAL CROP INSURANCE CORPORATION,

By _____
State Crop Insurance Director.

TERMS AND CONDITIONS

1. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage is established therefor for that crop year on the county actuarial table (including maps and related forms) before the applicable calendar closing date for filing applications for insurance, provided the farming practice followed on such acreage is one for which a coverage was established.

2. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting a cotton crop each year, the insured shall submit to the Corporation, on a form entitled "Cotton Crop Insurance Acreage Report," a report over his signature, of all acreage in the county planted to cotton in which he has an interest at the time of planting. This report shall show the acreage of cotton for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in cotton planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of cotton is generally completed in the county. Any acreage report submitted by the insured shall be considered final and not subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after cotton planting is generally completed in the county, as determined by the Corporation.

(c) Failure of the county office to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

3. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of cotton planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to cotton which is destroyed or substantially destroyed (as defined in section 15) and on

which it is practical to replant to cotton, as determined by the Corporation, and such acreage is not replanted to cotton, (b) any cotton replanted on acreage released by the Corporation because of damage to the cotton crop on such acreage, (c) any acreage planted to cotton in excess of the allotment or permitted acreage established under any program administered by the Secretary of Agriculture but destroyed by natural causes or by the insured and not considered as cotton under the provisions of such program, (d) any acreage initially planted to cotton too late to expect a normal crop to be produced as determined by the Corporation, (e) new ground acreage planted to cotton the first year of cultivation, and (f) any acreage planted to cotton following in the same crop year a small grain crop which reaches the heading stage. (For irrigated acreage, see section 31). The Corporation reserves the right to limit the insured acreage to the cotton allotment or permitted acreage established under any act of Congress including the Agricultural Adjustment Act of 1938, as amended.

4. *Insured interest.* The insured interest in the cotton crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest whichever occurs first.

5. *Coverage per acre.* (a) The coverage per acre is progressive by stages of production and shall be that approved by the Corporation for the area in which the insured acreage is located, and shall be shown by practice(s) on the county actuarial table which shall be on file in the county office. There are four stages of production as follows:

First stage. After it is too late to plant cotton but before the first cultivation;

Second stage. After the first cultivation but before laying by;

Third stage. After laying by but before harvest; and

Fourth stage. After harvest and to the end of the insurance period.

(b) If the cotton crop on any acreage is destroyed or substantially destroyed, as defined in section 15, the coverage applicable thereto shall be that established for the area in which the acreage is located and for the stage of production reached by the crop at the time of destruction or substantial destruction.

6. *Fixed price.* The fixed price per pound for any crop year shall be 90 percent of the parity price of cotton as officially determined by the Secretary of Agriculture for November 15 preceding the crop year, with differentials as determined by the Corporation for the applicable grade and staple and the location of the insurance unit. Each year the amount of the premium and the indemnity, if any, shall be determined by using the fixed price per pound for such year. This price shall be on file in the county office at least 15 days prior to the applicable cancellation date preceding the crop year for which it applies.

7. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the cotton is planted. Insurance shall cease with respect to any portion of the cotton crop covered by the contract upon removal from the field, upon being housed, or upon disposal of the unharvested crop or transfer of interest in unharvested cotton after harvest has commenced, but in no event shall the insurance remain in effect later than the applicable date set forth as the end of the insurance period in section 32, unless such time is extended in writing by the Corporation.

8. *Life of contract, cancellation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect for the first crop year specified on the application and shall continue in effect for each succeeding crop year until canceled by either the insured or the Corporation. Cancellation for any year may be made by either party giving written notice to the other party on or before the applicable cancellation date (set forth in section 32) preceding the planting of the crop for which cancellation is to become effective. Any notice of cancellation given by the insured to the Corporation shall be submitted in writing to the county office.

(b) If the insured cancels the contract, he shall not be eligible for cotton crop insurance for the next succeeding crop year unless he subsequently files an application for insurance on or before the final date for cancelation preceding such crop year.

(c) If for two consecutive crop years no cotton in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(e) If the minimum participation requirement as established by the Corporation is not met for any year, the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding applicable closing date the contract shall continue to be in force.

9. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured at least 15 days prior to the applicable cancellation date preceding the crop year for which such changes are to become effective. Failure of the insured to cancel the contract as provided in section 8 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

10. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) Failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective or unadapted seed, failure to plant a sufficient quantity of seed, failure properly to prepare the land for planting, or properly to plant, care for or harvest (including unreasonable delay thereof) the insured crop; (c) following different fertilizer or farming practices than those considered in establishing the coverage; (d) planting cotton on land which is generally considered incapable of producing a cotton crop comparable to that produced on the land considered in establishing the coverage; (e) planting cotton on land following peanuts harvested for nuts; (f) planting a variety of cotton which differs materially in yield from the variety considered in establishing the coverage for the land; (g) planting excessive acreage under abnormal conditions; (h) planting another crop (except winter legumes) in the growing cotton crop; (i) planting cotton under conditions of immediate hazard; (j) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (k) break-down of machinery or failure of equipment due to mechanical defects; (l) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand; (m) domestic animals; (n) action of any person, or State, county or municipal government, in the use of chemicals for the control of noxious weeds; or (o) theft.

11. *Partial insurance protection.* If the accepted application provides for partial insurance protection, the premium and any indemnity shall be one-half of the amount otherwise computed in accordance with the contract.

12. *Amount of annual premium.* (a) The premium rate per acre will be the applicable number of pounds of lint cotton established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (1) the insured acreage of cotton, (2) the applicable premium rate(s), (3) the insured interest in the crop at the time of planting, and (4) the fixed price. However, the amount of the premium so determined for an insurance unit shall not exceed 50 percent of the result obtained by multiplying (1) the insured acreage by (2) the applicable coverage per acre by (3) the insured interest in the crop and by (4) the fixed price. There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the cotton crop on such acreage is planted.

(b) The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutively incured cotton crops without a loss for which an indemnity was paid. If the insured is not eligible for the above premium reduction, his annual premium for any year may be reduced not to exceed 25 percent if it is determined by the Corporation that the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops exceeds his total coverage (computed on a harvested acreage basis). Nothing in this paragraph (b) shall create in the insured any right to a reduced premium.

13. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for cotton crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before the applicable maturity date shown in section 32 the premium for all insurance units covered by the contract.

(b) A discount of five percent shall be allowed on any earned annual premium which is paid in full on or before June 30 of the crop year to which it applies if the insured has submitted to the Corporation at the county office his cotton acreage report for that crop year.

(c) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three percent on the principal amount not paid on or before December 31 following the maturity date, and an additional one percent on the principal amount unpaid at the end of each two calendar month period thereafter.

(d) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(e) Any unpaid amount of any annual premium plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There

shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

14. *Notice of loss or damage.* (a) Unless otherwise provided by the Corporation, if a loss under the contract is probable, notice in writing shall be given the Corporation at the county office immediately after any material damage to the insured crop. The crop shall not be harvested, removed, or any other use made of it until it has been inspected by the Corporation.

(b) Unless otherwise provided by the Corporation, if, at the completion of harvest of the insured cotton crop, or at the end of the insurance period, whichever is earlier, a loss under the contract has been sustained, or is probable, notice in writing shall be given immediately to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed, or by the end of the insurance period, whichever is earlier, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

15. *Released acreage and released crop.* (a) Any insured acreage on which the cotton crop has been destroyed or substantially destroyed may be released by the Corporation. The cotton crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the land is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof. No insured acreage may be planted to a substitute crop or put to another use until the Corporation releases such acreage. On any acreage where the cotton has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation. All acreage of cotton on the insurance unit, which is not released earlier, shall be deemed to be released upon the signing of a statement in proof of loss for such unit by the insured and the local representative of the Corporation.

(b) At the end of the insurance period and as a basis for determining the amount of loss, if any, under the contract the cotton crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

16. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire cotton crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date of such damage, as determined by the Corporation.

17. *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation a form entitled "Statement in Proof of Loss," containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the actual production of cotton on the insurance unit, the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract. The cotton stalks on any acreage with respect to which a loss is claimed, shall not be destroyed until the Corporation makes an inspection.

18. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 19 (b). An insurance unit consists of all insurable acreage in the county (a) in which the insured has 100 percent interest, plus any acreage owned by him and worked by him by sharecroppers, or (b) which is owned by the insured and rented to one tenant, or (c) which is owned by one person and operated by the insured as a tenant, or (d) which is owned by one person and worked by the insured as a sharecropper. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee.

For any crop year of the contract, acreage shall be considered to be located in the county if a coverage is shown therefor on the county actuarial table.

19. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by multiplying the planted acreage for such unit (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre and subtracting therefrom the total production for the planted acreage and multiplying the remainder by the insured interest. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, the amount of loss so determined shall be reduced on the basis of the ratio of the insured acreage to the planted acreage, or if the premium computed for the insured acreage is less than the premium computed for the planted acreage the amount of loss determined for the planted acreage may be reduced on the basis of the ratio of the premium computed for the insured acreage to the premum computed for the planted acreage, if the Corporation so elects. The total production for an insurance unit shall include:

(1) All harvested cotton (not subsequently destroyed by a cause insured against before being housed or removed from the field);

(2) The amount by which the appraised production of lint cotton exceeds the amount of coverage for any acreage released by the Corporation because of damage occurring in the second stage of production;

(3) The appraised production of lint cotton for any acreage which is released by the Corporation because of damage occurring in the third stage of production, as determined by the Corporation, and the appraised production of lint cotton for any other acreage which is not harvested, except acreage which is released because of damage occurring in the first or second stage of production;

(4) The appraised unharvested production of lint cotton on acreage which reaches the fourth stage of production;

(5) The appraised production of lint cotton for any portion of the insured cotton acreage that is put to another use without the consent of the Corporation, but not less than the product of (i) such acreage and (ii) the coverage per acre applicable to such acreage in the fourth stage of production;

(6) The appraised number of pounds of lint cotton by which production on any acreage has been reduced solely because of any cause not insured against, but not less than the product of (i) such acreage and (ii) the coverage per acre applicable to such acreage in the fourth stage of production minus any quantity of lint cotton harvested from such acreage and the lint cotton equivalent of any quantity of cotton not harvested from such acreage and remaining in the fields; and

(7) The appraised number of pounds of lint cotton by which production on any acreage has been reduced because of any cause not insured against, where damage on such acreage has resulted from a cause insured against and a cause not insured against.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the fixed price for the county, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the fixed price for the county.

(b) If the production from two or more insurance units is commingled and the insured fails to establish and maintain records satisfactory to the Corporation of acreage or the production from each, the insurance with respect to such units may be voided by the Corporation for the crop year and the premium forfeited by the insured. However, if all the acreage from which production is commingled is insured, the total coverage for the insurance units from which the production is commingled may be considered as the total coverage for the combination, if the Corporation so elects, in which case any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of uninsured acreage and production therefrom and for one or more insurance units or portions thereof, any production from such acreage which is commingled with production from the insured acreage shall be considered to have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the crop year and the premium forfeited by the insured.

(c) The cash amount of the indemnity shall be determined by multiplying the amount of the loss in pounds by the fixed price.

20. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity for which the Corporation may be liable will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any earned premium plus any interest due or any other obligation of the insured to the Corporation.

(c) Any indemnity payable under the contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such claim shall not thereafter be payable, except with the consent of the Corporation.

21. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a cotton crop before the beginning of harvest or the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county

office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereupon the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 25. However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) An involuntary transfer of an insured interest in a cotton crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

(c) Any deduction to be made from an indemnity payable to the transferee shall not exceed the annual premium (plus any interest due) on the land involved in the transfer for the crop year in which the transfer is made, plus the unpaid amount of any other obligation of the transferee to the Corporation.

(d) If, as a result of any transfer, diverse interests appear with respect to any insurance unit, any indemnity payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the contract.

(e) If a transfer is effected in accordance with paragraph (a) above, the contract of the transferer shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

22. *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a part of the cotton crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of the contract will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of an indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

23. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all of the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

(b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

24. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

25. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized, including the right of the assignee to submit a "Statement in Proof of Loss" if the insured refuses to submit or disappears without having submitted such statement.

26. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, storage, shipment, sale, or other disposition, of all cotton produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. Such records shall be made available for examination by the Corporation, and as often as may be reasonably required, any person(s) designated by the Corporation shall have access to the farm(s).

27. *Voidance of contract.* The contract may be voided and the premium forfeited to the Corporation without the Corporation's waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if (a) at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the contract, the subject thereof, or his interest in the cotton crop covered thereby, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop covered thereby, whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

28. *Modification of contract.* No notice to any representative of the Corporation or the knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

29. *General.* (a) In addition to the terms and provisions in the application and policy, the Cotton Crop Insurance Regulations for Continuous Contracts in effect for the crop year involved shall govern with respect to (1) death, incompetence, or disappearance of the insured, (2) fiduciaries, (3) prohibition against assignment or transfer of claims for refunds, (4) rounding of fractional units, (5) creditors, (6) minimum participation requirements, and (7) changes from or to partial insurance protection.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

30. *Meaning of terms.* For the purpose of the cotton crop insurance program, the terms:

(a) "Contract" means the accepted application for insurance and this policy.

(b) "Cotton crop" means only American Upland cotton and does not include cotton planted primarily for experimental purposes.

(c) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(d) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverages per acre and the premium rates per acre, applicable in the county.

(e) "County office" means the office of the County Agricultural Conservation Association in the county or other office specified by the Corporation.

(f) "Crop year" means the period beginning with the day following the applicable closing date for the filing of applications for insurance for any year and within which the cotton crop is planted, and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) "First cultivation" means the first tillage of the cotton after it is up, which must be performed with an implement (other than a spike tooth or section harrow, rotary hoe, or stalk cutter) designed for use on individual cotton rows for the purpose of working the ground close to the plants.

(h) "Harvest" means the removal of seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means. For the purpose of determining the stage of production, any acreage which has been harvested one time, as determined by the Corporation, shall be considered as harvested unless such acreage is determined by the Corporation to have been destroyed or substantially destroyed in an earlier stage.

(i) "Laying by" means the completion of the final cultivation, consistent with good farming practices, that would be necessary to carry the crop to harvest.

(j) "New ground acreage" in all States except Arizona, California, and New Mexico, means acreage on which it was necessary to remove or deaden timber and remove undergrowth to carry out established cultural practices. Pasture land, other than woodland pasture, cleared of underbrush and brought into cultivation will not be considered new ground acreage. In Arizona, California, and New Mexico, "new ground acreage" means any acreage which has not been planted to a crop in any one of the previous three crop years, except that acreage in tame hay or rotation pasture during the previous crop year shall not be considered new ground acreage.

(k) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(l) "Sharecropper" means a person who works a farm in whole or in part under the supervision of the operator and with workstock and equipment not furnished by himself and is entitled to receive a share of the cotton crop produced thereon or of the proceeds therefrom.

(m) "State Director" means the representative of the Corporation responsible for the executive direction of the Federal crop insurance program in the state.

(n) "Tenant" means a person other than a sharecropper who rents land from another person and works the cotton crop with workstock and equipment furnished by himself, and is entitled under a written or oral lease or agreement to receive a share of the crop or proceeds therefrom produced on such land.

31. *Irrigated acreage.* (a) In addition to the provisions of section 3, where insurance is written on the basis of irrigated coverage the following provisions shall apply:

(1) In counties where a part of the cotton is normally irrigated and a part is not normally irrigated the acreage of cotton which shall be insured on the basis of ir-

rigated coverage in any year shall not exceed the smaller of (i) that acreage which could be irrigated adequately with the facilities available taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm, or (ii) that acreage on which one irrigation is carried out in accordance with good farming practices as determined by the Corporation either before the crop is planted or during the growing season prior to the blooming stage of the crop. Any insurable acreage of cotton on which the above irrigation requirements are not met will be insured on the basis of non-irrigated coverage.

(2) Insurance shall not attach with respect to acreage planted to cotton the first year after being leveled.

(b) In addition to the causes of loss insured against shown on the first page of this policy the contract shall cover loss in production due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured, including (1) lowering of the water level in pump wells adequate at the beginning of the growing season to the extent that either deepening the well or drilling a new well would be necessary to obtain an adequate supply of water, (2) failure of public power used for pumping or failure of an irrigation district or water company to deliver water where such failure is not within the control of the insured, and (3) the collapse of casing in wells.

(c) In addition to the causes of loss not insured against shown in section 10, the contract shall not cover loss in production caused by (1) failure properly to apply adequate irrigation water to cotton when needed and in accordance with recognized good farming practices for the area, (2) failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells when such adjustments can be made without deepening the well, (3) failure properly to apply irrigation water to cotton in proportion to the need of the crop and the amount of water available for all irrigated crops, and (4) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

32. *Date table.* For each year of the contract the maturity date, the end of the insurance period and the cancellation date are as follows:

State and county [1]	Maturity date	End of insurance period [2]	Cancellation date
Alabama:			
Houston	Aug. 31	Oct. 31	Feb. 28
Chilton	do	Nov. 15	Mar. 10
Tuscaloosa	do	do	Do.
All others	do	Dec. 15	Do.
Arizona	Sept. 30	Jan. 31	Feb. 25
Arkansas:			
Crittenden	Aug. 31	Dec. 31	Mar. 10
Lawrence	do	do	Do.
All others	do	Dec. 15	Do.
California	Sept. 30	Jan. 31	Feb. 25
Georgia:			
Burke	Aug. 31	Nov. 30	Feb. 28
Dooly	do	Oct. 31	Do.
All others	do	Dec. 15	Mar. 10
Louisiana	do	Nov. 30	Feb. 28
Mississippi:			
Covington	do	Oct. 31	Do.
Holmes	do	Nov. 30	Mar. 10
Lee	do	do	Do.
Walthall	do	Oct. 31	Feb. 28
All others	do	Dec. 15	Mar. 10
North Carolina	do	Dec. 31	Do.
New Mexico	Sept. 30	do	Feb. 25
Oklahoma	Aug. 31	do	Mar. 10
South Carolina:			
Orangeburg	Aug. 31	Nov. 30	Feb. 28
All others	do	Dec. 15	Mar. 10
Tennessee:			
Lauderdale	do	Dec. 31	Do.
McNairy	do	Dec. 15	Do.
Texas:			
Collin	do	do	Feb. 28
Fannin	do	do	Do.
Grayson	do	do	Do.
Lubbock	do	Dec. 31	Jan. 31
Red River	do	Dec. 15	Feb. 28
All others	do	Nov. 30	Do.

[1] If no county name(s) appears for a State, the dates shown for such State are applicable to all cotton crop insurance counties in that State.

[2] See Section 7 for complete statement on end of insurance period.

§ 419.18 *The monetary coverage policy.* The provisions of the monetary coverage policy for 1950 and succeeding crop years are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to the terms and conditions set forth or referred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

---

(Name)

(Policy number)

(Address)

(County) (State)

(hereinafter designated as the insured) against unavoidable loss of lint cotton production on his cotton crop due to drought, flood, hail, wind, frost, freeze, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease and such other unavoidable causes as may be determined by the Board of Directors of the Corporation. (For irrigated acreage, see section 31.) In witness whereof, The Federal Crop Insurance Corporation has caused this policy to be issued this ------ day of ---------- 19 -----.

FEDERAL CROP INSURANCE CORPORATION,

By ----------

State Crop Insurance Director.

TERMS AND CONDITIONS

1. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage is established therefor for that crop year on the county actuarial table (including maps and related forms) before the applicable calendar closing date for filing applications for insurance, provided the farming practice followed on such acreage is one for which a coverage was established.

2. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting a cotton crop each year, the insured shall submit to the Corporation, on a form entitled "Cotton Crop Insurance Acreage Report," a report over his signature, of all acreage in the county planted to cotton in which he has an interest at the time of planting. This report shall show the acreage of cotton for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in cotton planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of cotton is generally completed in the county. Any acreage report submitted by the insured shall be considered final and not subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after cotton planting is generally completed in the county, as determined by the Corporation.

(c) Failure of the county office to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

3. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of cotton planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to cotton which is destroyed or substantially destroyed (as defined in section 15) and on which it is practical to replant to cotton, as determined by the Corporation, and such acreage is not replanted to cotton, (b) any cotton replanted on acreage released by the Corporation because of damage to the cotton crop on such acreage, (c) any acreage planted to cotton in excess of the allotment or permitted acreage established under any program administered by the Secretary of Agriculture but destroyed by natural causes or by the insured and not considered as cotton under the provisions of such program, (d) any acreage initially planted to cotton too late to expect a normal crop to be produced as determined by the Corporation, (e) new ground acreage planted to cotton the first year of cultivation, and (f) any acreage planted to cotton following in the same crop year a small grain crop which reaches the heading stage. (For irrigated acreage, see section 31.) The Corporation reserves the right to limit the insured acreage to the cotton allotment or permitted acreage established under any act of Congress including the Agricultural Adjustment Act of 1938, as amended.

4. *Insured interest.* The insured interest in the cotton crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest, whichever occurs first.

5. *Coverage per acre.* (a) The coverage per acre is progressive by stages of production and shall be that approved by the Corporation for the area in which the insured acreage is located and shall be shown by practice(s) on the county actuarial table which shall be on file in the county office. There are four stages of production as follows:

First stage. After it is too late to plant cotton but before the first cultivation;

Second stage. After the first cultivation but before laying by;

Third stage. After laying by but before harvest; and

Fourth stage. After harvest and to the end of the insurance period.

(b) If the cotton crop on any acreage is destroyed or substantially destroyed, as defined in section 15, the coverage applicable thereto shall be that established for the area in which the acreage is located and for the stage of production reached by the crop at the time of destruction or substantial destruction.

6. *Predetermined price.* In determining any loss under the contract, production shall be evaluated at a predetermined price per pound which the Corporation shall establish annually for the applicable crop year. The predetermined price for the 1950 crop year shall be $0.27 per pound. For any subsequent crop year, notice of any change in the predetermined price from the prior crop year shall be mailed by the Corporation to the insured at least 15 days prior to the applicable cancelation date preceding the crop year for which it applies.

7. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the cotton is planted. Insurance shall cease with respect to any portion of the cotton crop covered by the contract upon removal from the field, upon being housed, or upon disposal of the unharvested crop or transfer of interest in unharvested cotton after harvest has commenced, but in no event shall the insurance remain in effect later than the applicable date set forth as the end of the insurance period in section 32, unless such time is extended in writing by the Corporation.

8. *Life of contract, cancellation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect for the first crop year specified on the application and shall continue in effect for each succeeding crop year until canceled by either the insured or the Corporation. Cancellation for any year may be made by either party giving written notice to the other party on or before the applicable cancellation date (set forth in section 32) preceding the planting of the crop for which cancellation is to become effective. Any notice of cancellation given by the insured to the Corporation shall be submitted in writing to the county office.

(b) If the insured cancels the contract, he shall not be eligible for cotton crop insurance for the next succeeding crop year unless he subsequently files an application for insurance on or before the final date for cancelation preceding such crop year.

(c) If for two consecutive crop years no cotton in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(d) If the minimum participation requirement as established by the Corporation is not met for any year, the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding applicable closing date the contract shall continue to be in force.

9. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured at least 15 days prior to the applicable cancelation date preceding the crop year for which much changes are to become effective. Failure of the insured to cancel the contract as provided in section 8 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

10. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) Failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective or unadapted seed, failure to plant a sufficient quantity of seed, failure properly to prepare the land for planting, or properly to plant, care for or harvest (including unreasonable delay thereof) the insured crop; (c) following different fertilizer or farming practices than those considered in establishing the coverage; (d) planting cotton on land which is generally considered incapable of producing a cotton crop comparable to that produced on the land considered in establishing the coverage; (e) planting cotton on land following peanuts harvested for nuts; (f) planting a variety of cotton which differs materially in yield from the variety considered in establishing the coverage for the land; (g) planting excessive acreage under abnormal conditions; (h) planting another crop (except winter legumes) in the growing cotton crop; (i) planting cotton under conditions of immediate hazard; (j) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (k) break-down of machinery or failure of equipment due to mechanical defects; (l) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand; (m) domestic animals; (n) action of any person, or State, county, or municipal government, in the use of chemicals for the control of noxious weeds; or (o) theft.

11. *Partial insurance protection.* If the accepted application provides for partial insurance protection, the premium and any indemnity shall be one-half of the amount otherwise computed in accordance with the contract.

12. *Amount of annual premium.* (a) The premium rate per acre will be the applicable number of dollars established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (1) the insured acreage of cotton, (2) the applicable premium rate(s) and (3) the insured interest in the crop at the time of planting. However, the amount of the premium so determined for an insurance unit shall not exceed 50 percent of the result obtained by multiplying (1) the insured acreage by (2) the applicable coverage per acre and by (3) the insured interest in the crop.

There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the cotton crop on such acreage is planted.

(b) The insured's annual premium for any year may be reduced 25 percent if he has had seven consecutively insured cotton crops without a loss for which an indemnity was paid. If the insured is not eligible for the above premium reduction, his annual premium for any year may be reduced not to exceed 25 percent if it is determined by the Corporation that the cash equivalent (based on the predetermined price for that crop year) of the accumulated balance, expressed in pounds, of premiums over indemnities on consecutively insured cotton crops exceeds his total coverage (computed on a harvested acreage basis). Nothing in this paragraph (b) shall create in the insured any right to a reduced premium.

13. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for cotton crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before the applicable maturity date shown in section 32 the premium for all insurance units covered by the contract.

(b) A discount of five percent shall be allowed on any earned annual premium which is paid in full on or before June 30 of the crop year to which it applies if the insured has submitted to the Corporation at the county office his cotton acreage report for that crop year.

(c) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three percent on the principal amount not paid on or before December 31 following the maturity date, and an additional one percent on the principal amount unpaid at the end of each two calendar-month period thereafter.

(d) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(e) Any unpaid amount of any annual premium plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

14. *Notice of loss or damage.* (a) Unless otherwise provided by the Corporation, if a loss under the contract is probable, notice in writing shall be given the Corporation at the county office immediately after any material damage to the insured crop. The crop shall not be harvested, removed, or any other use made of it until it has been inspected by the Corporation.

(b) Unless otherwise provided by the Corporation, if, at the completion of harvest of the insured cotton crop, or at the end of the insurance period, whichever is earlier, a loss under the contract has been sustained, or is probable, notice in writing shall be given immediately to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed, or by the end of the insurance period, whichever is earlier, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

15. *Released acreage and released crop.* (a) Any insured acreage on which the cotton crop has been destroyed or substantially destroyed may be released by the Corporation. The cotton crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the land is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof. No insured acreage may be planted to a substitute crop or put to another use until the Corporation releases such acreage. On any acreage where the cotton has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation. All acreage of cotton on the insurance unit, which is not released earlier, shall be deemed to be released upon the signing of a statement in proof of loss for such unit by the insured and the local representative of the Corporation.

(b) At the end of the insurance period and as a basis for determining the amount of loss, if any, under the contract the cotton crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

16. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire cotton crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date of such damage, as determined by the Corporation.

17. *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation a form entitled "Statement in Proof of Loss,"

containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the actual production of cotton on the insurance unit, the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract. The cotton stalks on any acreage with respect to which a loss is claimed, shall not be destroyed until the Corporation makes an inspection.

18. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 19 (b). An insurance unit consists of all insurable acreage in the county (a) in which the insured has 100 percent interest, plus any acreage owned by him and worked for him by sharecroppers, or (b) which is owned by the insured and rented to one tenant, or (c) which is owned by one person and operated by the insured as a tenant, or (d) which is owned by one person and worked by the insured as a sharecropper. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee. For any crop year of the contract, acreage shall be considered to be located in the county if a coverage is shown therefor on the county actuarial table.

19. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by (1) multiplying the planted acreage for such unit (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre, (2) subtracting therefrom the number of dollars ascertained by multiplying the total production for the planted acreage by the predetermined price, and (3) multiplying the remainder by the insured interest in such unit. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, the amount of loss so determined shall be reduced on the basis of the ratio of the insured acreage to the planted acreage, or if the premium computed for the insured acreage is less than the premium computed for the planted acreage the amount of loss determined for the planted acreage may be reduced on the basis of the ratio of the premium computed for the insured acreage to the premium computed for the planted acreage, if the Corporation so elects. The total production for an insurance unit shall include:

(1) All harvested cotton (not subsequently destroyed by a cause insured against before being housed or removed from the field).

(2) For any acreage of cotton released by the Corporation because of damage occurring in the second stage of production, the amount of which the appraised production of lint cotton exceeds the number of pounds of lint cotton determined by dividing (i) the amount of coverage for such acreage by (ii) the predetermined price.

(3) The appraised production of lint cotton for any acreage which is released by the Corporation because of damage occurring in the third stage of production, as determined by the Corporation, and the appraised production of lint cotton for any other acreage which is not harvested, except acreage which is released because of damage occurring in the first or second stage of production.

(4) The appraised unharvested production of lint cotton on acreage which reaches the fourth stage of production.

(5) The appraised production of lint cotton for any portion of the insured cotton acreage that is put to another use without the consent of the Corporation but not less than the product of (i) such acreage and (ii) the pounds equivalent of the coverage per acre for such acreage in the fourth stage of production determined on the basis of the predetermined price.

(6) The appraised number of pounds of lint cotton by which production on any acreage has been reduced solely because of any cause not insured against, but not less than the product of (i) such acreage and (ii) the pounds equivalent of the coverage per acre for such acreage in the fourth stage of production determined on the basis of the predetermined price, minus any quantity of cotton harvested from such acreage and the lint cotton equivalent of any quantity of cotton not harvested from such acreage and remaining in the field, and

(7) The appraised number of pounds of lint cotton by which production on any acreage has been reduced because of any cause not insured against where damage on such acreage has resulted from a cause insured against and a cause not insured against.

Notwithstanding the other provisions of this paragraph (a) regarding the determination of the total production, in any case where the quality of any cotton production is reduced solely by insured causes to the extent that the value per pound, as determined by the Corporation, is less than 75 percent of the predetermined price for the county, the number of pounds of such poor quality cotton shall be adjusted downward to the number of pounds obtained by dividing the total value of such cotton, as determined by the Corporation, by 75 percent of the predetermined price for the county.

(b) If the production from two or more insurance units is commingled and the insured fails to establish and maintain records satisfactory to the Corporation of acreage or the production from each, the insurance with respect to such units may be voided by the Corporation for the crop year and the premium forfeited by the insured. However, if all the acreage from which production is commingled is insured, the total coverage for the insurance units from which the production is commingled may be considered as the total coverage for the combination, if the Corporation so elects, in which case any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of uninsured acreage and production therefrom and for one or more insurance units or portions thereof, any production from such acreage which is commingled with production from the insured acreage shall be considered to have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the crop year and the premium forfeited by the insured.

20. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity for which the Corporation may be liable will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any earned premium plus any interest due or any other obligation of the insured to the Corporation.

(c) Any indemnity payable under the contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such claim shall not thereafter be payable, except with the consent of the Corporation.

21. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a cotton crop before the beginning of harvest or the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereupon the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 25. However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) An involuntary transfer of an insured interest in a cotton crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

(c) Any deduction to be made from an indemnity payable to the transferee shall not exceed the annual premium (plus any interest due) on the land involved in the transfer for the crop year in which the transfer is made, plus the unpaid amount of any other obligation of the transferee to the Corporation.

(d) If, as a result of any transfer, diverse interests appear with respect to any insurance unit, any indemnity payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the contract.

(e) If a transfer is effected in accordance with paragraph (a) above, the contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

22. *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a part of the cotton crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of the contract will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corpora-

tion as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of an indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

23. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

(b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

24. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

25. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized, including the right of the assignee to submit a "Statement in Proof of Loss" if the insured refuses to submit or disappears without having submitted such statement.

26. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, storage, shipment, sale, or other disposition, of all cotton produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. Such records shall be made available for examination by the Corporation, and as often as may be reasonably required, any person(s) designated by the Corporation shall have access to the farm(s).

27. *Voidance of contract.* The contract may be voided and the premium forfeited to the Corporation without the Corporation's waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if (a) at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the contract, the subject thereof, or his interest in the cotton crop covered thereby, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop covered thereby, whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

28. *Modification of contract.* No notice to any representative of the Corporation or the knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

29. *General.* (a) In addition to the terms and provisions in the application and policy, the Cotton Crop Insurance Regulations for Continuous Contracts in effect for the crop year involved shall govern with respect to (1) death, incompetence, or disappearance of the insured, (2) fiduciaries, (3) prohibition against assignment or transfer of claims for refunds, (4) rounding of fractional units, (5) creditors, (6) minimum participation requirements, and (7) changes from or to partial insurance protection.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

30. *Meaning of terms.* For the purpose of the cotton crop insurance program, the terms:

(a) "Contract" means the accepted application for insurance and this policy.

(b) "Cotton crop" means only American Upland cotton and does not include cotton planted primarily for experimental purposes.

(c) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(d) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverages per acre and the premium rates per acre, applicable in the county.

(e) "County Office" means the office of the County Agricultural Conservation Association in the county or other office specified by the Corporation.

(f) "Crop year" means the period beginning with the day following the applicable closing date for the filing of applications for insurance for any year and within which the cotton crop is planted and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) "First cultivation" means the first tillage of the cotton after it is up, which must be performed with an implement (other than a spike tooth or section harrow, rotary hoe, or stalk cutter) designed for use on individual cotton rows for the purpose of working the ground close to the plants.

(h) "Harvest" means the removal of seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means. For the purpose of determining the stage of production, any acreage which has been harvested one time, as determined by the Corporation, shall be considered as harvested unless such acreage is determined by the Corporation to have been destroyed or substantially destroyed in an earlier stage.

(i) "Laying by" means the completion of the final cultivation, consistent with good farming practices, that would be necessary to carry the crop to harvest.

(j) "New ground acreage" in all states except Arizona, California and New Mexico, means acreage on which it was necessary to remove or deaden timber and remove undergrowth to carry out established cultural practices. Pasture land, other than woodland pasture, cleared of underbrush and brought into cultivation will not be considered new ground acreage. In Arizona, California and New Mexico, "new ground acreage" means any acreage which has not been planted to a crop in any one of the previous three crop years, except that acreage in tame hay or rotation pasture during the previous crop year shall not be considered new ground acreage.

(k) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(l) "Sharecropper" means a person who works a farm in whole or in part under the supervision of the operator and with workstock and equipment not furnished by himself and is entitled to receive a share of the cotton crop produced thereon or of the proceeds therefrom.

(m) "State Director" means the representative of the Corporation responsible for the executive direction of the Federal crop insurance program in the State.

(n) "Tenant" means a person other than a sharecropper who rents land from another person and works the cotton crop with workstock and equipment furnished by himself and is entitled under a written or oral lease or agreement to receive a share of the crop or proceeds therefrom produced on such land.

31. *Irrigated acreage.* (a) In addition to the provisions of section 3, where insurance is written on the basis of irrigated coverage the following provisions shall apply:

(1) In counties where a part of the cotton is normally irrigated and a part is not normally irrigated the acreage of cotton which shall be insured on the basis of irrigated coverage in any year shall not exceed the smaller of (i) that acreage which could be irrigated adequately with the facilities available taking into consideration the amount of water required to irrigate the acreage of all irrigated crops on the farm, or (ii) that acreage on which one irrigation is carried out in accordance with good farming practices as determined by the Corporation either before the crop is planted or during the growing season prior to the blooming stage of the crop. Any insurable acreage of cotton on which the above irrigation requirements are not met will be insured on the basis of non-irrigated coverage.

(2) Insurance shall not attach with respect to acreage planted to cotton the first year after being leveled.

(b) In addition to the causes of loss insured against shown on the first page of this policy the contract shall cover loss in production due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured, including (1) lowering of the water level in pump wells adequate at the beginning of the growing season to the extent that either deepening the well or drilling a new well would be necessary to obtain an adequate supply of water, (2) failure of public power used for pumping or failure of an irrigation district or water company to deliver water where such failure is not within the control of the insured, and (3) the collapse of casing in wells.

(c) In addition to the causes of loss not insured against shown in section 10, the contract shall not cover loss in production caused by (1) failure properly to apply adequate irrigation water to cotton when needed and in accordance with recognized good farming practices for the area, (2) failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells when such adjustments can be made without deepening the well, (3) failure properly to apply irrigation water to cotton in proportion to the need of the crop and the amount of water available for irrigated crops, and (4) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

32. *Date table.* For each year of the contract the maturity date, the end of the insurance period and the cancellation date are as follows:

State and county [1]	Maturity date	End of insurance period [2]	Cancellation date
Alabama:			
Houston	Aug. 31	Oct. 31	Feb. 28
Chilton	do	Nov. 15	Mar. 10
Tuscaloosa	do	do	Do.
All others	do	Dec. 15	Do.
Arizona	Sept. 30	Jan. 31	Feb. 25
Arkansas:			
Crittenden	Aug. 31	Dec. 31	Mar. 10
Lawrence	do	do	Do.
All others	do	Dec. 15	Do.
California	Sept. 30	Jan. 31	Feb. 25
Georgia:			
Burke	Aug. 31	Nov. 30	Feb. 28
Dooly	do	Oct. 31	Do.
All others	do	Dec. 15	Mar. 10
Louisiana	do	Nov. 30	Feb. 28
Mississippi:			
Covington	do	Oct. 31	Do.
Holmes	do	Nov. 30	Mar. 10
Lee	do	do	Do.
Walthall	do	Oct. 31	Feb. 28
All others	do	Dec. 15	Mar. 10
North Carolina	do	Dec. 31	Do.
New Mexico	Sept. 30	do	Feb. 25
Oklahoma	Aug. 31	do	Mar. 10
South Carolina:			
Orangeburg	do	Nov. 30	Feb. 28
All others	do	Dec. 15	Mar. 10
Tennessee:			
Lauderdale	do	Dec. 31	Do.
McNairy	do	Dec. 15	Do.
Texas:			
Collin	do	do	Feb. 28
Fannin	do	do	Do.
Grayson	do	do	Do.
Lubbock	do	Dec. 31	Jan. 31
Red River	do	Dec. 15	Feb. 28
All others	do	Nov. 30	Do.

[1] If no county name(s) appears for a State, the dates shown for such State are applicable to all cotton crop insurance counties in that State.

[2] See section 7 for complete statement on end of insurance period.

NOTE: The record keeping requirements of these regulations have been approved by, and subsequent reporting requirements will be subject to the approval of, the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Adopted by the Board of Directors on July 14, 1949.

[SEAL] E. D. BERKAW,
Secretary,
Federal Crop Insurance Corporation.

Approved: July 22, 1949.

CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 49-6163; Filed, July 27, 1949; 8:49 a. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

Subchapter C—Procedural Regulations

[Regs., Serial No. PR-1]

PART 302—RULES OF PRACTICE IN ECONOMIC PROCEEDINGS

FORMAL COMPLAINTS

Adopted by the Civil Aeronautics Board at its office in Washington, D. C., on the 21st day of July 1949.

The first sentence of § 302.15 (c) (2) provides that a complaint requesting suspension of any tariff filed under the act ordinarily will not be considered unless filed with the Board at least 10 days before the effective date of the tariff. This amendment changes the 10-day requirement to 15 days.

It ordinarily requires several days for the staff to analyze the complaint and prepare a recommendation for the Board. The intervention of week ends sometimes leaves very little of a 10-day period available for these matters and even less for the consideration by the Board of the recommendation of the staff. A 15-day period for the consideration of such matters will provide more time for the preparation of the necessary analyses and data by the staff and more time for consideration of the matter by the Board. It is not believed that this requirement will create any undue hardship on those desiring to file complaints.

Since this amendment relates to procedural matters only, notice and public procedure hereon are unnecessary.

In consideration of the foregoing the Civil Aeronautics Board hereby amends § 302.15 of the Procedural Regulations (14 CFR § 302.15) effective August 25, 1949.

By striking the figure "10" where it appears in the first sentence of § 302.15 (c) (2), and by substituting in lieu thereof the figure "15" so that such paragraph will read as follows:

(c) *Complaints requesting suspension of tariffs.* * * *

(2) A complaint requesting suspension of any tariff filed under the act ordinarily will not be considered unless made in conformity with this section and filed with the Board at least 15 days before the effective date of the tariff. In an emergency satisfactorily shown by complainant, and within the time limits herein provided, a telegraphic complaint may be sent to the Board and to the publishing carrier or agent stating the grounds relied upon, but such telegraphic complaint must immediately be confirmed by complaint filed and served in accordance with this section.

(Secs. 205, 403, 1002; 52 Stat. 984, 992, 1018; 49 U. S. C. 425, 483, 642)

By the Civil Aeronautics Board.

[SEAL] M. C. MULLIGAN,
Secretary.

[F. R. Doc. 49-6165; Filed, July 27, 1949; 8:49 a. m.]

Chapter II—Civil Aeronautics Administration, Department of Commerce

[Amdt. 19]

PART 600—DESIGNATION OF CIVIL AIRWAYS

MISCELLANEOUS AMENDMENTS

It appearing that (1) the increased volume of air traffic between certain points necessitates, in the interest of safety in air commerce, the immediate realignment and establishment of civil airways between such points; (2) the realignment and establishment of the civil airways referred to in (1) above, have been coordinated with the civil operators involved, the Army, and the Navy, through the Air Coordinating Committee, Airspace Subcommittee; and (3) compliance with the notice, procedures, and effective date provisions of section 4 of the Administrative Procedure Act would be impracticable and contrary to public interest, and therefore is not required;

Now therefore, acting under authority contained in sections 205, 301, 302, 307 and 308 of the Civil Aeronautics Act of 1938, as amended, and pursuant to section 3 of the Administrative Procedure Act, I hereby amend the Code of Federal Regulations, Title 14, Chapter II, Part 600, as follows:

Designation and Redesignation of Civil Airways: Green Civil Airway No. 3; Amber Civil Airway No. 6; Red Civil Airways Nos. 12, 13, 27, 31 and 33; Blue Civil Airways Nos. 11, 13, 41 and 66

1. Section 600.13 is amended to read:

§ 600.13 *Green civil airway No. 3 (San Francisco, Calif., to New York, N. Y.).* From the intersection of the northwest course of the San Francisco, Calif., radio range and the southwest course of the Fairfield-Suisun, Calif., radio range via the San Francisco, Calif., radio range station; Oakland, Calif., radio range station; Sacramento, Calif., radio range station; the intersection of the northeast course of the Sacramento, Calif., radio range and the southwest course of the Reno, Nev., radio range; Reno, Nev., radio range station; Humboldt, Nev., radio range station; Battle Mountain, Nev., radio range station; Elko, Nev., radio range station; the intersection of the northeast course of the Elko, Nev., radio range and the west course of the Lucin, Utah, radio range; Lucin, Utah, radio range station; Ogden, Utah, radio range station; Fort Bridger, Wyo., radio range station; Rock Springs, Wyo., radio range station; Sinclair, Wyo., radio range station; the intersection of the east course of the Sinclair, Wyo., radio range and the northwest course of the Laramie, Wyo., radio range; the intersection of the northwest course of the Laramie, Wyo., radio range and the northwest course of the Cheyenne, Wyo., radio range; Cheyenne, Wyo., radio range station; Sidney, Nebr., radio marker station; North Platte, Nebr., radio range station; Grand Island, Nebr., radio range station; Omaha, Nebr., radio range station; Des Moines, Iowa, radio range station; Moline, Ill., radio range station; the intersection of the southeast course of the Rockford, Ill., radio range and the west course of the Chicago, Ill., radio range; the intersection of the southeast course of the Rockford, Ill., radio range and the west course of the Goshen, Ind., radio range; Goshen, Ind., radio range station; Toledo, Ohio, radio range station; Cleveland, Ohio, radio range station; Youngstown, Ohio, radio range station; the intersection of the east course of the Youngstown, Ohio, radio range and the west course of the Philipsburg, Pa., radio range; Philipsburg, Pa., radio range station; Allentown, Pa., radio range station; the intersection of the east course of the Allentown, Pa., radio range and the southwest course of the New York, N. Y. (LaGuardia), radio range to the New York, N. Y. (LaGuardia), radio range station.

2. Section 600.106 is amended to read:

§ 600.106 *Amber civil airway No. 6 (Jacksonville, Fla., to United States-Canadian Border).* From the Jacksonville, Fla., radio range station via the

Alma, Ga., radio range station; Macon, Ga., radio range station; Atlanta, Ga., radio range station; Chattanooga, Tenn., radio range station to the Nashville, Tenn., radio range station. From the intersection of the northwest course of the Nashville, Tenn., radio range and the southwest course of the Bowling Green, Ky., radio range; Bowling Green, Ky., radio range station; the intersection of the northeast course of the Bowling Green, Ky., radio range and the south course of the Louisville, Ky., radio range; Louisville, Ky., radio range station to the Cincinnati, Ohio, radio range station. From the Columbus, Ohio, radio range station to the intersection of the northeast course of the Columbus, Ohio, radio range and the west course of the Cleveland, Ohio, radio range. From the intersection of the east course of the Cleveland, Ohio, radio range and the southwest course of the Clear Creek, Ontario, Canada, radio range to the intersection of the southwest course of the Clear Creek, Ontario, Canada, radio range and the United States-Canadian Border.

3. Section 600.212 is amended to read:

§ 600.212 *Red civil airway No. 12 (Kansas City, Mo., to Philipsburg, Pa.).* From the intersection of the northeast course of the Kansas City, Mo., radio range and the west course of the Columbia, Mo., radio range via the Kirksville, Mo., radio range station; Burlington, Iowa, radio range station; Joliet, Ill., radio range station; the intersection of the east course of the Joliet, Ill., radio range and the west course of the South Bend, Ind., radio range; South Bend, Ind., radio range station to the Detroit, Mich., radio range station. From the intersection of a direct line between the Windsor, Ontario, Canada, radio range station and the Erie, Pa., radio range station with the United States-Canadian Border via the Erie, Pa., radio range station to the Philipsburg, Pa., radio range station.

4. Section 600.213 is amended to read:

§ 600.213 *Red civil airway No. 13 (Sunbury, Pa., to Boston, Mass.).* From the intersection of the east course of the Philipsburg, Pa., radio range and the southwest course of the Wilkes-Barre, Pa., radio range via the Wilkes-Barre, Pa., radio range station; Stewart Field, N. Y., radio range station; New Hackensack, N. Y., radio range station; Hartford, Conn., radio range station; Providence, R. I., radio range station to the intersection of the north course of the Providence, R. I., radio range and the west course of the Boston, Mass., radio range.

5. Section 600.227 is amended to read:

§ 600.227 *Red civil airway No. 27 (Knoxville, Tenn., to Detroit, Mich.).* From the Knoxville, Tenn., radio range station via the Corbin, Ky., radio range station; Lexington, Ky., VHF radio range station; the intersection of the north course of the Lexington, Ky., VHF radio range and the southwest course of the Cincinnati, Ohio, radio range; Dayton, Ohio, radio range station; Toledo, Ohio, radio range station to the intersection of the north course of the Toledo, Ohio, radio range and the west course of the Detroit, Mich., radio range.

6. Section 600.231 is amended to read:

§ 600.231 *Red civil airway No. 31 (Denver, Colo., to Minneapolis, Minn.).* From the Denver, Colo., VHF radio range station to the intersection of the north course of the Denver, Colo., VHF radio range and the east course of the Cheyenne, Wyo., radio range. From the intersection of the east course of the Cheyenne, Wyo., radio range and the southwest course of the Scottsbluff, Nebr., radio range via the Scottsbluff, Nebr., radio range station; the intersection of the northeast course of the Scottsbluff, Nebr., radio range and the south course of the Rapid City, S. Dak., radio range; Rapid City, S. Dak., radio range station; Pierre, S. Dak., radio range station; the intersection of the east course of the Pierre, S. Dak., radio range and the southwest course of the Huron, S. Dak., radio range; Huron, S. Dak., radio range station; Watertown, S. Dak., radio range station; Willmar, Minn., radio range station to the intersection of the east course of the Willmar, Minn., radio range and the northwest course of the Minneapolis, Minn., radio range. From the Minneapolis, Minn., radio range station via the Stanton, Minn., non-directional radio beacon to the intersection of the southeast course of the Minneapolis, Minn., radio range and the north course of the Rochester, Minn., radio range.

7. Section 600.233 is amended to read:

§ 600.233 *Red civil airway No. 33 (Richmond, Va., to Boston Mass.).* From the Richmond, Va., radio range station via the Gordonsville, Va., radio range station; Arcola, Va., radio range station; the intersection of the northeast course of the Arcola, Va., radio range and the southwest course of the Allentown, Pa., radio range; the Allentown, Pa., radio range station to the Stewart Field, N. Y., radio range station. From the intersection of the east course of the Poughkeepsie, N. Y., radio range and the southwest course of the Westover, Mass., (AFB) radio range via the Westover, Mass., (AFB) radio range station to the intersection of the northeast course of the Westover, Mass., (AFB) radio range and the west course of the Boston, Mass., radio range.

8. Section 600.611 is amended to read:

§ 600.611 *Blue civil airway No. 11 (Toledo, Ohio to Niagara Falls, N. Y.).* From a point at Lat. 41°28′40″, Long. 82°48′00″ via a point at Lat. 41°38′20″, Long. 82°48′00″ to the intersection of the north course of the Wellington, Ohio, VHF radio range and the northwest course of the Cleveland, Ohio, radio range, excluding portions overlapping danger areas. From the Cleveland, Ohio, radio range station via the Erie, Pa., radio range station; the intersection of the northeast course of the Erie, Pa., radio range and the southwest course of the Buffalo, N. Y., radio range; Buffalo, N. Y., radio range station to the Niagara Falls Airport, Niagara Falls, N. Y.

9. Section 600.613 is amended to read:

§ 600.613 *Blue civil airway No. 13 (Houston, Tex., to Minneapolis, Minn.).* From the Houston, Tex., radio range station via the Shreveport, La., radio range station to the intersection of the northwest course of the Shreveport, La., radio range and the southwest course of the Texarkana, Ark., radio range. From the Texarkana, Ark., radio range station via the Fort Smith, Ark., Airport; the Joplin, Mo., radio range station; the intersection of the north course of the Joplin, Mo., radio range and the southeast course of the Kansas City, Mo., radio range to the Kansas City, Mo., radio range station. From the intersection of the northeast course of the Kansas City, Mo., radio range and the south course of the Des Moines, Iowa, radio range to the intersection of the south course of the Des Moines, Iowa, radio range and the northwest course of the Kirksville, Mo., radio range. From the Mason City, Iowa, nondirectional radio marker beacon to the Stanton, Minn., non-directional radio marker beacon.

10. Section 600.641 is amended to read:

§ 600.641 *Blue civil airway No. 41 (New York, N. Y., to United States-Canadian Border).* From the intersection of the northeast course of the Newark, N. J., radio range and the northeast course of the New York, N. Y. (LaGuardia), radio range via the New Haven, Conn., Municipal Airport; Hartford, Conn., radio range station; the intersection of the northwest course of the Hartford, Conn., radio range and the south course of the Westfield, Mass., radio range to the Westfield, Mass., radio range station. From the Concord, N. H., radio range station to the Portland, Maine, radio range station. From the Bangor, Maine, radio range station to the intersection of the northeast course of the Bangor, Maine, radio range and the United States-Canadian Border excluding that portion lying more than 3 miles southeast of the northeast course of the Bangor, Maine, radio range between the radio range station and a point 25 miles northeast.

11. Section 600.666 is amended to read:

§ 600.666 *Blue civil airway No. 66 (Bridgeport, Conn., to Poughkeepsie, N. Y.).* From the intersection of the southeast course of the Bridgeport, Conn., radio range and the east course of the New York, N. Y. (LaGuardia), radio range via the Bridgeport, Conn., radio range station to the intersection of the northwest course of the Bridgeport, Conn., radio range and the east course of the Poughkeepsie, N. Y., radio range.

This amendment shall become effective 0001 e. s. t., July 26, 1949.

(Secs. 205 (a), 308, 52 Stat. 984, 986; 49 U. S. C. 425 (a), 458. Interprets or applies secs. 301, 302, 307, 52 Stat. 985, 986, Pub. Law 872, 80th Cong.; 49 U. S. C. 451, 452, 457)

[SEAL] DONALD W. NYROP,
Acting Administrator of Civil Aeronautics.

[F. R. Doc. 49-6160; Filed, July 27, 1949; 8:48 a. m.]

[Amdt. 23]

PART 601—DESIGNATION OF CONTROL AREAS, CONTROL ZONES, AND REPORTING POINTS

MISCELLANEOUS AMENDMENTS

It appearing that (1) the increased volume of air traffic between certain points necessitates, in the interest of safety in air commerce, the immediate redesignation and establishment of control areas, including control zones and reporting points between such locations; (2) the redesignation and establishment of the control areas and control zones referred to in (1) above, have been coordinated with the civil operators involved, the Army and the Navy, through the Air Coordinating Committee, Airspace Subcommittee; and (3) compliance with the notice, procedures, and effective date provisions of section 4 of the Administrative Procedure Act would be impracticable and contrary to public interest, and therefore is not required;

Now therefore, acting under authority contained in sections 205, 301, 302, 307 and 308 of the Civil Aeronautics Act of 1938, as amended, and pursuant to section 3 of the Administrative Procedure Act, I hereby amend the Code of Federal Regulations, Title 14, Chapter II, Part 601, as follows:

Designation and Redesignation of Control Areas: Red Civil Airways Nos. 12, 27 and 33; Blue Civil Airway No. 11. Designation and Redesignation of Control Zones. Designation and Redesignation of Reporting Points: Red Civil Airways Nos. 12 and 33; Blue Civil Airway No. 11

1. Section 601.212 is amended by changing caption to read: *"Red civil airway No. 12 (Kansas City, Mo., to Philipsburg, Pa.)"*

2. Section 601.227 is amended to read:

§ 601.227 *Red civil airway No. 27 (Knoxville, Tenn., to Detroit, Mich.).* All of Red civil airway No. 27.

3. Section 601.233 is amended by changing caption to read: *"Red civil airway No. 33 (Richmond, Va., to Boston, Mass.)."*

4. Section 601.611 is amended by changing caption to read: *"Blue civil airway No. 11 (Toledo, Ohio, to Niagara Falls, N. Y.)."*

5. Section 601.1005 is amended to read:

§ 601.1005 *Control area extension (Jacksonville, Fla.).* From the Jacksonville, Fla., radio range station extending 5 miles either side of the ILS localizer course to a point 10.5 miles southwest of the outer marker excluding that portion which lies south of Latitude 30°16'45".

6. Section 601.1061 *Control area extension (Gordonsville, Va.)* is revoked.

7. Section 601.1061 is added to read:

§ 601.1061 *Control area extension (Hilo, Hawaii, T. H.).* From the Hilo, Hawaii, radio range station extending 5 miles either side of the south course of the Hilo, Hawaii, radio range to a point 25 miles south of the radio range station.

8. Section 601.1080 is amended to read:

§ 601.1080 *Control area extension (Louisville, Ky.).* From the Louisville, Ky., ILS localizer extending 5 miles either side of the ILS localizer course to a point 13.2 miles from the ILS localizer; from the intersection of the north course of the Louisville, Ky. (Godman Army), radio range and the west course of the Louisville, Ky., radio range extending 5 miles either side of a track via the ILS outer marker to the intersection of the east course of the Louisville, Ky. (Godman Army), radio range and the south course of the Louisville, Ky., radio range, and extending 5 miles either side of a track 332° true from the Standiford Airport, Louisville, Ky., to its intersection with the south course of the Indianapolis, Ind., radio range.

9. Section 601.1126 is amended to read:

§ 601.1126 *Control area extension (Knoxville, Tenn.).* From the ILS localizer extending 5 miles either side of the ILS localizer course to a point 30 miles southwest of the ILS localizer.

10. Section 601.1158 is amended to read:

§ 601.1158 *Control area extension (Cleveland, Ohio).* Within a 30 mile radius of the Cleveland, Ohio, omni-directional radio range station, excluding that portion which lies outside the continental limits of the United States.

11. Section 601.1166 is amended to read:

§ 601.1166 *Control area extension (Mobile, Ala.).* From the Mobile, Ala., radio range station extending 5 miles on the southwest side and 2 miles on northeast side of the southeast course of the Mobile, Ala., radio range to a point 10 miles southeast of the intersection of the southeast course of the Mobile, Ala., radio range and the west course of the Pensacola, Fla., radio range, excluding the portion below 2,000 feet and above 20,500 feet which lies outside the continental limits of the United States.

12. Section 601.1167 is added to read:

§ 601.1167 *Control area extension (Winston-Salem, N. C.).* From the Winston-Salem, N. C., radio range station extending 5 miles either side of the southeast course of the radio range to a point 10 miles southeast of the High Point, N. C., fan marker.

13. Section 601.1168 is added to read:

§ 601.1168 *Control area extension (Ponca City, Okla.).* Within a 15 mile radius of the Ponca City, Okla., Airport.

14. Section 601.1169 is added to read:

§ 601.1169 *Control area extension (Idlewild, N. Y.).* From the Idlewild, N. Y. (Rockaway), radio range station extending 5 miles either side of the east course of the Idlewild, N. Y., radio range via the intersection of the east course of the Idlewild, N. Y., radio range and the southwest course of the Nantucket, Mass., VHF radio range, and extending 5 miles either side of the southwest course of the Nantucket, Mass., VHF radio range to the Nantucket, Mass., VHF radio range station, excluding that portion below 2,000 feet between the intersection of the east course of the Idlewild, N. Y., radio range and the southwest course of the Nantucket, Mass., VHF radio range and the Nantucket, Mass., VHF radio range station.

15. Section 601.1983 is amended by deleting "Pocatello, Idaho: Pocatello Municipal Airport" and adding "Pocatello, Idaho: Phillips Airport."

16. Section 601.2090 is amended to read:

§ 601.2090 *Columbus, Ohio, control zone.* Within a 5 mile radius of the Port Columbus Municipal Airport extending 2 miles either side of the west course of the Columbus, Ohio, radio range to the Hilliard fan marker; extending 2 miles either side of the east course of the Columbus, Ohio, radio range to the Newark fan marker, and extending 2 miles either side of the south course of the Columbus, Ohio, radio range to and including a 5 mile radius of the Lockbourne, Ohio, Air Force Base.

17. Section 601.2092 is amended to read:

§ 601.2092 *Detroit, Mich., control zone.* Within a 5 mile radius of the Detroit City Airport extending 2 miles either side of the northwest course of the Windsor, Ontario, Canada, radio range to the United States-Canadian Border and excluding that portion which lies outside the continental limits of the United States.

18. Section 601.2114 is amended to read:

§ 601.2114 *Minneapolis, Minn., control zone.* Within a 5 mile radius of the Wold-Chamberlain Airport extending 2 miles either side of the ILS localizer course to the ILS outer marker, and extending 2 miles either side of the southeast course of the Minneapolis, Minn., radio range to the Hastings, Minn., fan marker.

19. Section 601.4212 is amended by changing caption to read: *"Red civil airway No. 12 (Kansas City, Mo., to Philipsburg, Pa.)."*

20. Section 601.4233 is amended by changing caption to read: *"Red civil airway No. 33 (Richmond, Va., to Boston, Mass.)."*

21. Section 60.4611 is amended by changing caption to read: *"Blue civil airway No. 11 (Toledo, Ohio, to Niagara Falls, N. Y.)."*

This amendment shall become effective 0001 e. s. t., July 26, 1949.

(Secs. 205 (a), 308, 52 Stat. 984, 986; 49 U. S. C. 425 (a), 458. Interprets or applies secs. 301, 302, 307, 52 Stat. 985, 986, Pub. Law 872, 80th Cong.; 49 U. S. C. 451, 452, 457)

[SEAL] DONALD W. NYROP,
Acting Administrator of Civil Aeronautics.

[F. R. Doc. 49-6161; Filed, July 27, 1949; 8:48 a. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 12—DISPOSITION OF VETERANS' PERSONAL FUNDS AND EFFECTS

MISCELLANEOUS AMENDMENTS

1. In § 12.4, paragraph (d) is amended to read as follows:

§ 12.4 *Disposition of effects and fund to designate; exceptions.* * * *

(d) Upon receipt from the proper chief attorney of an appropriate certification that the guardianship was in full force and effect at the time of the veteran's death and that the guardian's bond is adequate, funds and effects of an incompetent veteran may be immediately delivered or sent to such guardian, inasmuch as the guardian had a right to possession, and he will be accountable therefor to the party entitled to receive the decedent's estate. If, however, it appears probable that decedent died without a valid will and left no person surviving entitled to inherit, the funds will not be paid to the former guardian but will be deposited to the General Post Fund. The effects will be sold, used, or destroyed at the discretion of the manager or his designated representative.

2. In § 12.16, paragraph (d) is amended to read as follows:

§ 12.16 *Action on inventory and funds.* * * *

(d) Where disposition of the funds and effects cannot be accomplished under the provisions of paragraphs (b) and (c) of this section, the funds, at the expiration of 90 days will be deposited to the General Post Fund and the effects will be disposed of in accordance with the provisions of §§ 12.8, 12.9, and 12.10.

3. In § 12.17, paragraph (b) is amended to read as follows:

§ 12.17 *Unclaimed effects to be sold.* * * *

(b) Any unclaimed funds and the proceeds of any effects sold as unclaimed will be deposited to the General Post Fund subject to be reclaimed within five years after notice of sale, by or on behalf of any person or persons who, if known, would have been entitled to the property prior to the sale.

4. In § 12.18, paragraph (b) is amended to read as follows:

§ 12.18 *Disposition of funds and effects left by officers and enlisted men on the active list of the Army, Navy or Marine Corps of the United States.* * * *

(b) If the funds and effects are not delivered to the commanding officer within seven days after the death or absence without leave of an officer, or enlisted man, the funds will be deposited in the Personal Funds of Patients. If not disposed of at the expiration of 90 days after the date of death or absence, the funds will be transferred to the General Post Fund and the effects will be handled in accordance with regulations governing the disposition of unclaimed effects left by veterans. The funds and the proceeds derived from the sale of the personal effects will be paid to the person lawfully entitled thereto, providing claim is made within five years from the date of notice of sale, or in the case of legal disability within five years after termination of legal disability.

5. In § 12.22, paragraph (b) is amended to read as follows:

§ 12.22 *Disposition of personal property.* * * *

(b) Stocks, bonds, postal savings certificates, money orders, bank deposit evidence (passbooks, checks, time deposit certificates, etc.), and similar assets, actual or potential, will be promptly forwarded to the payees accounts service, central office, together with a copy of the inventory on which listed, in order that appropriate action may be taken to convert such assets into cash for deposit in the General Post Fund. Statement will be furnished that other papers listed on the inventory, if any, were examined and nothing of value found, if such is a fact. Funds on deposit in Personal Funds of Patients will be transferred to the General Post Fund. Any claims against the estate of the deceased veteran will be filed with, or if received elsewhere, will be forwarded to the payees accounts service.

(Sec. 10, 52 Stat. 1192, 55 Stat. 868; 38 U. S. C. 16i, 17–17j, 17 note)

[SEAL] O. W. CLARK,
Deputy Administrator.

[F. R. Doc. 49–6167; Filed, July 27, 1949; 8:49 a. m.]

PART 21—VOCATIONAL REHABILITATION AND EDUCATION

REGISTRATION AND RESEARCH

Section 21.56 is added to read as follows:

§ 21.56 *Adjustments in entitlement through renouncement of leave or training status extensions.* (a) Under existing policy, periods of time covering holiday periods, periods between consecutive semesters in the ordinary school year, or occasional absence from instruction or training in schools or other training establishments within the period of enrollment or the course of training for sickness or otherwise, are considered to be in the nature of occasional regular holidays or occasional absences in which the veteran is carried in a training status. Accordingly, entitlement charges representing such periods may not be recaptured at any time, by refund of subsistence allowance amounts or otherwise.

(b) Where enrollment is certified for an ordinary school year and the veteran does not withdraw from, or discontinue training during the school year, he will remain in a training status throughout the school year, including the period between terms, quarters, or semesters and regular school holidays, and he will have no right to elect to be interrupted for any such interval for the purpose of conserving entitlement or for any other purpose; except that as to intervals between terms which extend for more than fifteen consecutive calendar days in length, in an institution of higher learning, the extension of training status will be through the fifteenth calendar day and the status will be interrupted, to be reinstated, if in order, as of the commencement date of the succeeding regular term or semester.

(c) (1) As to periods of extension of training status, or leave, for fifteen calendar days at the end of the period of enrollment, or course, as the case may be, if the veteran in such a case has not made an affirmative request or election for such extension of training status, or leave, he may at any time refund the amount paid as subsistence allowance during such period, renounce such period of extension of training status, or such leave, and have restored to him the extent of entitlement represented by the extension of training status or leave so renounced.

(2) As to a veteran who is paid subsistence allowance to the end of the month in which he withdrew or interrupted without prior notice to the Veterans' Administration, since there is no choice or election to have such extension of payment, he may at any time refund an amount representing such payment of subsistence allowance for the purpose of having charges against his entitlement removed as to such period of extended payments. However, where the circumstances are such that the Veterans' Administration is not relieved from paying tuition and other necessary institutional fees, restoration of entitlement will not be authorized unless the veteran reimburses the Veterans' Administration for such institutional fees, since otherwise a duplication of education or training benefits would occur.

(3) As to a veteran in whose case there is of record a request or election to have his training status extended, or to have leave at end of an enrollment period (school year or final term or semester attended) or completion of his course of training in an institution or establishment, renouncement of such request or election may be honored by the Veterans' Administration, and appropriate adjustment in entitlement charges made, at any time prior to negotiation of the subsistence allowance check covering such extension or such leave, but not thereafter.

(4) Extension of training status, or subsistence allowance as the case may be, will be made in accordance with existing instructions and regulations in any case where the veteran neglects or refuses to make a formal election either in the affirmative or negative.

(Secs. 1, 2, 46 Stat. 1016, 57 Stat. 43, secs. 300, 1500, 1501, 1502, 1503, Title II, 58 Stat. 286, 287, 291, 300, 301, secs. 5, 6, 7, 10 11 (a), 59 Stat. 542, 624, 626, 631, secs. 1, 2, 3, 60 Stat. 124, 934, 61 Stat. 180, 451, 739, 791; 38 U. S. C. 11, 11a, 693g, 697, 697a, b, c, f, g, 701 ch. 12 notes, secs. 1, 3, Pub. Law 411, 80th Cong., Pub. Law 512, 80th Cong.)

[SEAL] O. W. CLARK,
Deputy Administrator.

[F. R. Doc. 49–6168; Filed, July 27, 1949; 8:50 a. m.]

PART 21—VOCATIONAL REHABILITATION AND EDUCATION

SUBPART C—TRAINING FACILITIES

1. Section 21.443 is amended to read as follows:

§ 21.443 *Basis of payments for resident courses*—(a) *Tuition and fees.* Contracts covering courses of vocational rehabilitation for Part VII, Veterans Regulation 1 (a), as amended (38 U. S. C., ch. 12), trainees shall provide for payment on one of the following bases, whichever is applicable under the regulations in this part:

(1) *Customary cost of tuition.* Where the institution has a "customary cost of tuition" as defined in § 21.467, payment will be made on the basis of such "customary cost of tuition": *Provided,* That if the institution is found to be exceeding its normal program and requests payment of adjusted tuition for Part VII trainees, the provisions of paragraph (a) (3) of this section are for application. In no event shall the amount to be paid for Part VII trainees exceed the amount determined to be fair and reasonable for Part VIII, Veterans Regulation 1 (a), as amended, trainees where such determination is required for Part VIII trainees.

(2) *Fair and reasonable compensation.* Where the institution has no "customary cost of tuition" as defined in § 21.467, but requests payment of tuition for Part VII trainees on the basis of a claimed customary charge, payment will be made for Part VII trainees on the basis of fair and reasonable compensation computed in accordance with the provisions of § 21.530. In no event shall the amount paid for Part VII trainees exceed the amount determined to be fair and reasonable for Part VIII trainees where such determination is required for Part VIII trainees.

(3) *Adjusted compensation.* Where the nonprofit institution has a "customary cost of tuition" or claims not to charge tuition to all students and where the institution is found to be exceeding its normal program and is required to furnish additional facilities, personnel, or supplies to provide education and training for Part VII trainees, adjusted tuition may be paid in accordance with § 21.446 on any one of the adjusted bases which are set forth in §§ 21.473, 21.474, and 21.475 provided the basis selected has been approved for Part VIII trainees in that institution.

(4) *Optional fees.* Optional fees for services not required to be paid by all students may be paid for Part VII trainees if the services covered by such fees are considered by the manager to be necessary for the vocational rehabilitation of the trainee. (Such optional fees are not authorized for Part VIII trainees.)

(5) *Special services.* The full agreed cost of any special services or courses furnished at the request of the Veterans' Administration may be paid.

(b) *Books, supplies, and equipment.* (1) Books, supplies, and equipment required to be owned personally by other students pursuing the same course will be furnished trainees through arrangements with the institution or by the Veterans' Administration direct. (See §§ 21.539 and 21.540 for detail instructions.)

(2) Compensation for handling and issuance of books, supplies, and equipment where authorized, will be provided in accordance with § 21.539.

2. In § 21.446, the title and paragraphs (b), (c), (d), and (e) are amended to read as follows:

§ 21.446 *Adjustment of tuition payments to nonprofit educational institutions for Part VII, Veterans Regulation 1 (a), as amended (38 U. S. C., ch. 12), trainees.* * * *

(b) *Application.* Effective September 1, 1949, the president of an institution which desires an adjustment of its customary tuition charges for the education or training of veterans under Part VII, will be required to submit a written application for such adjustment to the manager of the Veterans' Administration regional office having jurisdiction over the territory in which the institution is located. Such application must be submitted prior to the beginning of each ordinary school year for which the adjustment is requested and must contain the following information:

(1) Total enrollment of students receiving resident instruction for the school year 1939–40 compared with the estimated enrollment for the school year for which the adjustment is requested.

(2) Lump sum total instructional expenditure for the school year 1939–40 compared with the budget for instructional expenditures for the school year for which the adjustment is requested.

(3) A certification that payment over and above customary charges is required to enable the institution to furnish the additional facilities necessary to accommodate veterans under Part VII.

(4) The date on which it is proposed to make the adjustment effective, and the period to be covered thereby. (Not in excess of one full ordinary school year plus one full summer session or quarter.)

(c) *Additional facilities.* If the above information shows that the institution is exceeding its normal program as is evidenced by an increase in the enrollment over that for the school year 1939–40 and the institution is being required to furnish additional facilities, personnel, or supplies which are required for veterans under Part VII, the manager of the regional office is authorized to contract for such additional facilities and to provide for payment of adjusted tuition on any one of the bases set forth in §§ 21.473, 21.474, and 21.475 provided the basis selected has been approved for Part VIII trainees in that institution. Where there has not been an increase in enrollment over that for the school year 1939–40, the institution is not considered to be exceeding its normal program nor furnishing additional facilities, and there is no authority to provide for payment of adjusted tuition as set forth in §§ 21.473, 21,474, and 21.475.

(d) *Adjusted tuition charges.* The payment of adjusted tuition to a nonprofit institution for veterans enrolled under Part VII, as herein provided, will not exceed in the case of each individual veteran the amount payable for veterans under Part VIII, for the same services in the same courses. This provision does not affect the authority under § 21.443 (a) (5) to pay the full cost of special services rendered by institutions for Part VII trainees at the request of the Veterans' Administration, as these are not included in such limitations.

(e) *Contracts and effective date.* Contracts under the provisions of paragraph (c) of this section may be made effective with the first term, quarter, or semester, beginning subsequent to the date a formal request for such an adjustment is received in the regional office.

3. Sections 21.470, 21.471, 21.472, 21.473, 21.474, and 21.475 are amended to read as follows:

§ 21.470 *Total payments to nonprofit educational institutions for courses of 30 weeks or more*—(a) *Payments authorized.* Payments are authorized to approved nonprofit institutions for eligible veterans enrolled therein for courses of 30 weeks or more in accordance with Veterans' Administration regulations.

(b) *Limitation on total payments by the Veterans' Administration.* The maximum amount which the Veterans' Administration will pay to a nonprofit school for eligible veterans enrolled therein for courses of 30 weeks or more is determined as follows:

(1) *Customary charges for tuition, fees, books, supplies, equipment, and other necessary expenses.* Where the charges to the Veterans' Administration for eligible veterans for tuition (if any), fees, books, supplies, equipment, and other necessary expenses are on the basis of the "customary cost of tuition," the total payment by the Veterans' Administration for an individual veteran will not be made in an amount to exceed the rate of $500 for a full-time course for an ordinary school year unless the veteran elects to have such excess cost paid by the Veterans' Administration in which event his period of eligibility will be charged with one additional day for each $2.10 of the amount by which the total customary charge for tuition, fees, books, supplies, equipment, and other necessary expenses exceeds the rate of $500 for a full-time course for an ordinary school year. If the veteran does not elect to have the Veterans' Administration pay the amount by which the total customary charge for tuition, books, supplies, equipment, and other necessary expenses exceeds the rate of $500 for a full-time course for an ordinary school year, then the veteran must arrange with the institution with respect to such excess amount. (See § 21.505 for exceptions.)

(2) *Adjusted tuition and customary charges for fees, books, supplies, equipment, and other necessary expenses.* Where the nonprofit school elects and is permitted to charge the Veterans' Administration for eligible veterans enrolled therein on the basis of adjusted tuition, the total payment to the institution for the adjusted tuition will be limited to an amount which, together with the customary charges for fees, books, supplies, equipment, and other necessary expenses will not exceed the rate of $500 for a full-time course for an ordinary school year. An individual veteran will not be per-

mitted nor required either to elect to have the Veterans' Administration pay or to pay personally for any part of the total charge for tuition, fees, books, supplies, equipment, and other necessary expenses where such total charge would exceed the rate of $500 for a full-time course for an ordinary school year because of the payment of tuition to the institution on an adjusted basis. (See § 21.505 for exceptions.)

(3) *Fair and reasonable compensation basis for nonprofit institutions having no "customary cost of tuition".* (See § 21.467.) Payment on a fair and reasonable basis calculated in accordance with the provisions of § 21.530 and under the requirements of a contract as set forth in § 21.570, will be in lieu of all claimed charges for tuition and fees where a nonprofit educational institution (not including educational institutions of higher learning) has no "customary cost of tuition" as defined in § 21.467. The payment of a fair and reasonable rate will be limited to an amount which, together with the allowable charge for books, supplies, and equipment will not exceed the rate of $500 for a full-time course for an ordinary school year unless the veteran elects to have such excess paid by the Veterans' Administration (where authorized) and to have his period of entitlement accelerated accordingly. The provisions of this subparagraph are equally applicable for courses of less than 30 weeks. (See § 21.495 (b).)

§ 21.471 *Payments of tuition and fees to nonprofit educational institutions for courses of 30 weeks or more*—(a) *Tuition payments.* The Veterans' Administration is authorized to pay the "customary cost of tuition" to a school for each eligible veteran enrolled therein for courses of 30 weeks or more and is further authorized, if the school does not customarily charge tuition to nonveterans or if the "customary cost of tuition" is found by the Administrator to be insufficient to permit the institution to furnish education or training to eligible veterans, or inadequate compensation therefor, to pay such adjusted tuition as will not exceed the estimated cost of teaching personnel and supplies for instruction. If the school which has no customary cost of tuition as defined in § 21.467 requests payment of a "claimed customary" charge, the Veterans' Administration will pay fair and reasonable costs determined in accordance with § 21.530.

(b) *Bases of tuition payments.* Managers are authorized to pay tuition to nonprofit schools for each eligible veteran enrolled therein for courses of 30 weeks or more, subject to the limitations contained in Veterans' Administration regulations, on any one of the following bases which may be available to the institution and authorized by the Veterans' Administration.

(1) Customary cost of tuition in accordance with § 21.472.

(2) Adjusted tuition on one of the bases in §§ 21.473, 21.474, and 21.475: *Provided,* That effective September 1, 1949, an institution desiring payment of adjusted tuition will apply in accordance with § 21.478 by letter to the manager of the Veterans' Administration regional office having jurisdiction over the territory in which the institution is located.

(3) Fair and reasonable costs determined in accordance with § 21.530, where authorized and required by the provisions of Veterans' Administration regulations. (See §§ 21.470 (b) (3) and 21.495 (b) (2).)

(c) *Payment of other fees and charges in addition to the payment for tuition.* Subject to the limitations contained in Veterans' Administration regulations, an approved nonprofit school providing education and training to eligible veterans enrolled under the provisions of Part VIII, Veterans Regulation 1 (a), as amended (38 U. S. C., ch. 12), for a course of 30 weeks or more, may be paid all required customary fees which are not designated by the institution as tuition fees and which are customarily required to be paid by all students similarly circumstanced, such as hospital or health, library, incidental, activity, student union, diploma, matriculation, registration, laboratory, and course fees, together with the allowable charges for books, supplies, equipment, and other necessary expenses. Such fee payments will be made in addition to tuition charged on the basis of "customary cost of tuition" or adjusted tuition. No additional fees of any kind will be paid to institutions where the rate is computed on a "fair and reasonable basis" under § 21.530, since such fair and reasonable tuition will be computed to include all allowable costs. Books, supplies, and equipment may be paid for within the allowable limits in addition to fair and reasonable tuition: *Provided,* That such charges or costs for books, etc., will not be duplicated in the fair and reasonable costs.

§ 21.472 *Tuition on the basis of customary cost of tuition.* Where an educational institution has a customary cost of tuition as defined in § 21.467, the Veterans' Administration will pay such customary tuition as is charged to other students pursuing the same or comparable courses, as set forth in the published catalogues or bulletins of the school or college, subject to the limitations contained in Veterans' Administration regulations. In the event an institution does not publish a bulletin, the manager of the Veterans' Administration regional office within whose territory the institution is located may accept the certification of a responsible official of the institution as to the customary tuition for the courses offered. All customary fees set forth in § 21.471 (c) will be paid to an educational institution where the institution elects to be paid on the basis of the customary cost of tuition or where the institution does not charge a tuition as such but elects to be paid on the basis of customary fees only.

§ 21.473 *Tuition on the basis of $15 a month, $45 a quarter or $60 a semester.* Institutions which do not charge any tuition or whose "customary cost of tuition" is insufficient compensation to permit the furnishing of education and training for veterans, if they elect, may be paid, in accordance with Veterans' Administration regulations, as much as $15 a month, $45 a quarter, or $60 a semester, for each veteran enrolled in a full-time course under Part VIII (or Part VII), Veterans Regulation 1 (a), as amended (38 U. S. C., ch. 12), or the pro rata portion thereof for a part-time course; *Provided,* That the proper official requests such payment in accodance with the provisions of § 21.478. Institutions which are permitted to receive adjusted tuition payments on this basis may, in addition, be paid such customary fees and other charges as are set forth in § 21.471 (c).

§ 21.474 *Adjusted tuition on the basis of the nonresident tuition.* Educational institutions which have nonresident tuition applicable to all nonresident students and whose "customary cost of tuition" is insufficient compensation to permit the institution to furnish education and training for veterans may in accordance with the provisions of paragraph 5, Part VIII, Veterans Regulation 1 (a), as amended (38 U. S. C., ch. 12), apply to the Administrator for an adjustment of tuition, and the Administrator, if he finds that the customary tuition charges are insufficient to permit the institution to furnish education or training to eligible veterans, or inadequate compensation therefor, may provide for the payment of such adjusted tuition as will not exceed the estimated cost of teaching personnel and supplies for instruction. Effective September 1, 1949, applications for adjustment of tuition on the nonresident tuition basis will be made by educational institutions in accordance with § 21.478. If the application is approved by the Veterans' Administration and it is determined that such nonresident tuition rates are not in excess of the cost of teaching personnel and supplies for instruction, the Veterans' Administration will make payment of adjusted tuition on the basis of the approved nonresident tuition for each veteran enrolled in a full-time course under Part VIII in an amount equivalent to such nonresident tuition or the pro rata portion thereof for a veteran enrolled in a part-time course: *Provided,* That the charges are not in conflict with existing laws or other legal requirements. Institutions which are permitted to receive adjusted tuition payments on this basis may, in addition, be paid such customary fees and other charges as are set forth in § 21.471 (c). Where an institution requests and is permitted to charge adjusted tuition on the basis of the nonresident fee under this section for the ordinary school year, it may also charge adjusted tuition for a summer quarter or session equivalent to the customary nonresident fee charged for the summer session: *Provided,* That in no case will the payment of adjusted tuition based on the nonresident fee for a summer session exceed the pro rata portion of the nonresident fee for the ordinary school year that the length of the summer session or the normal number of hours of credit for the summer session bears to the length of the ordinary school year or the normal number of hours of credit for the ordinary school year as determined by the institution, whichever is the greater.

§ 21.475 *Adjusted tuition on basis of estimated cost of teaching personnel and supplies for instruction.* Where charges permitted under §§ 21.472, 21.473, or 21.474 are claimed by the institution to be insufficient compensation to permit the institution to furnish education or training to eligible veterans, the institution upon proper application in accordance with § 21.478 may request, and the manager is authorized to contract for, the payment on the basis of the estimated cost of teaching personnel and supplies for instruction. Educational institutions which are permitted to receive adjusted tuition payments on the basis of the estimated cost of teaching personnel and supplies for instruction may, in addition, be paid such customary fees and other charges as are set forth in § 21.471 (c).

4. Section 21.476 is hereby canceled:

§ 21.476 *Authorization for tuition payments on the basis of §§ 21.473 or 21.474.* [Canceled.]

5. New §§ 21.477 and 21.478 are added to read as follows:

§ 21.477 *Veterans' Administration consideration of request made by educational institution which has no customary fees but has an over-all customary tuition charge.* Where an educational institution has no customary fees but has an over-all customary tuition charge for resident students which includes charges normally covered in other institutions by separate fee (not tuition) charges, the institution may request consideration of a further adjustment to compensate for that portion of the customary tuition which would be paid if the tuition and fee charges were separate. Such a request should be submitted with a full statement of the facts to the director, training facilities service, vocational rehabilitation and education, Veterans' Administration central office, Washington, D. C., through the appropriate Veterans' Administration regional office. Upon consideration of all the necessary facts, the director, training facilities service, may find that a further adjustment of compensation is appropriate, and the regional office will be advised as to the amount of the adjusted compensation which may be authorized.

§ 21.478 *Request for adjusted tuition.* (a) An institution desiring payment of adjusted tuition will apply by letter to the manager of the Veterans' Administration regional office having jurisdiction over the territory in which the institution is located. Such request for an adjustment must be made prior to the beginning of the ordinary school year or other period for which the adjustment is requested and must include:

(1) The basis of the adjusted tuition requested.

(2) The date on which it is proposed to make the adjusted tuition fees effective and the period to be covered thereby (not in excess of one full ordinary school year plus one full summer session or quarter).

(3) A certification of the charges customarily made to other students pursuing the course or courses in question.

(4) A certification by the president or other authorized official that such customary charges are insufficient to permit the institution to furnish education and training to eligible veterans and that such instruction cannot be furnished to eligible veterans unless adjusted tuition is granted.

(b) The institution, in order to have its application considered for approval, will be required to submit with the application or at the earliest practicable date, and in no event later than 30 days after the date of the application, the following supporting data:

(1) A statement of the adjustment in customary charges requested.

(2) A statement of the fees to be charged in addition to the adjusted tuition charge.

(c) Where the educational institution applies for adjusted tuition on the basis of § 21.473 and it is determined to be eligible to receive adjusted compensation in accordance with Veterans' Administration regulations, the institution's application will be approved if otherwise in order and the institution will be notified accordingly, since it has been determined administratively that the payment of other than customary tuition charges to nonprofit institutions on the basis of § 21.473 does not exceed the estimated cost of teaching personnel and supplies for instruction prescribed in paragraph 5, Part VIII, Veterans Regulation 1 (a), as amended (38 U. S. C., ch. 12).

(d) Where the adjustment in tuition is requested on the basis of the nonresident tuition, the institution will provide a certified statement of the nonresident tuition fee, or fees, which were in effect on June 22, 1944. Where such nonresident tuition fees in effect June 22, 1944, have not been increased more than 25 percent subsequent to June 22, 1944, it has been determined administratively that the payment of adjusted tuition on the basis of such nonresident tuition fees to a nonprofit institution generally does not exceed the estimated cost of teaching personnel and supplies for instruction prescribed in paragraph 5, Part VIII, Veterans Regulation 1 (a), as amended. Therefore, managers are authorized to make payment to eligible institutions of adjusted tuition based upon such nonresident tuition fees which have not been increased by more than 25 percent subsequent to June 22, 1944, without requirement of further determination that such fees do not exceed the estimated cost of teaching personnel and supplies for instruction except that in the case of any institution where the manager finds that the nonresident tuition fee, or fees, in effect on June 22, 1944, considered alone or in combination with other fees charged by the institution, appear to be excessive in view of the charges of other comparable institutions for similar course of instruction, he will submit the facts to the director, training facilities service, vocational rehabilitation and education, Veterans' Administration central office, Washington, D. C., for review and decision as to whether such nonresident tuition fees may be accepted without further justification under the provisions of § 21.531. Where the nonresident tuition fee for any educational institution has been increased by more than 25 percent subsequent to June 22, 1944, or where the nonresident tuition fee has been established subsequent to June 22, 1944, or the charges are found excessive by the director, training facilities service, vocational rehabilitation and education, Veterans' Administration central office, the educational institutions affected will be notified to submit the necessary data for testing the nonresident tuition under the formula in § 21.531 to determine whether the tuition on the basis of teaching personnel and supplies for instruction equals or exceeds the nonresident tuition rate. Where such a nonresident tuition rate is tested and it is determined to be not in excess of the tuition rate under the formulary computation in § 21.531, the Veterans' Administration is authorized to pay such nonresident tuition rate, and the application of the institution for the nonresident tuition fee in such a case will be approved.

(e) Where a nonresident tuition fee is tested as above and found to be in excess of the tuition rate under § 21.531, the Veterans' Administration is not authorized to pay adjusted tuition on the basis of such nonresident tuition fee. Such institutions will be notified that the application for adjusted tuition on the basis of nonresident tuition is not approved, although if the institution so desires, it may request adjusted compensation under either §§ 21.473 or 21.475, and appropriate action will then be taken by the regional office under such provisions.

(f) The testing of nonresident tuition fees will be made upon the first application made after August 1, 1949, by each educational institution affected by the above. Upon the proper determination by the appropriate Veterans' Administration regional office, those nonresident tuition fees approved as a basis for payment of adjusted tuition upon the first application will be considered as an acceptable basis for payment upon subsequent applications for other periods of instruction.

(g) Where the educational institution submits an application for adjusted compensation on the basis of § 21.475, and is determined to be eligible to receive such adjusted compensation in accordance with Veterans' Administration regulations, the institution's application will be approved if otherwise in order.

(h) Each educational institution affected by the provisions of § 21.478 will be notified in writing of such provisions not less than 30 days prior to September 1, 1949.

6. In § 21.495, paragraphs (b), (c), (d), and (e) are amended to read as follows:

§ 21.495 *Amount payable by the Veterans' Administration for a course of less than 30 weeks.* * * *

(b) The amount payable by the Veterans' Administration for a course of less than 30 weeks will be based on one of the following applicable conditions:

(1) Customary charge if it has been found to be fair and reasonable in accordance with the provisions of § 21.570.

(2) A fair and reasonable charge where the customary charge is deter-

mined not to be fair and reasonable. Payment on a fair an reasonable basis calculated in accordance with the provisions of § 21.530 and under the requirements of a contract as set forth in § 21.570, will be in lieu of all claimed charges for tuition and fees where a nonprofit educational institution (not including educational institutions of higher learning) has no "customary cost of tuition" as defined in § 21.467. The payment of a fair and reasonable rate will be limited to an amount which together with an allowable charge for books, supplies, and equipment will not exceed the rate of $500 for a full-time course for an ordinary school year unless the veteran elects (where authorized) to have such excess paid by the Veterans' Administration and his period of entitlement accelerated accordingly.

(c) If the charges under paragraphs (b) (1) or (b) (2) of this section exceed $500 total, the veteran must arrange with the institution as to the excess over $500 since the Veterans' Administration's payment is limited by law to a maximum of $500.

(d) If the charges under paragraphs (b) (1) or (b) (2) of this section exceed the rate of $500 (but not a total of $500), the veteran must either elect to have the excess cost paid by the Veterans' Administration in which event his entitlement will be charged at an accelerated rate or he must arrange with the institution as to the excess.

(e) Charges for books, supplies, and equipment to be furnished to the trainee by the institution must be included in or added to the customary or fair and reasonable tuition charge for purpose of determining whether the total charge exceeds the total of $500 or the rate of $500 for a full-time course for an ordinary school year.

7. In § 21.518, paragraph (a) is amended to read as follows:

§ 21.518 *Special charges and conditions*—(a) *Incidental fees.* Fees incidental to tuition and required of all students taking the same or comparable courses are payable by the Veterans' Administration subject to provisions of Veterans' Administration regulations. Such fees include matriculation fee, registration fee, laboratory fee, library fee, health and/or infirmary fee, student body or student activity fee, if required of all students. A fee for repeating a subject of a course is allowable if it is required of all students who repeat a course. (Library fines, or penalty fees, are not incidental fees payable by the Veterans' Administration. Deposits, all or part of which are normally refundable, are not incidental fees and are not payable by the Veterans' Administration as such. See § 21.518 (c).)

* * * * *

8. In § 21.531, paragraphs (a) and (c) (1) (ii) are amended, and a new paragraph (d) is added to read as follows:

§ 21.531 *Adjustment of tuition on the basis of the cost of teaching personnel and supplies for instruction*—(a) *Basis of calculation.* The calculation of the estimated cost of teaching personnel and supplies for instruction will be based on the actual cost and enrollment for the last completed quarter or semester immediately preceding the date that the adjusted tuition rate is to become effective and will be computed in accordance with the provisions of this section.

* * * * *

(c) *Procedure for calculating the cost of teaching personnel and supplies for instruction.* (1) For nonprofit institutions using a semester-hour, quarter-hour, or similar credit system: * * *

(ii) The rate per credit hour for instruction will be determined on the basis of the enrollment and the actual cost for the last completed quarter or semester immediately preceding the date the tuition rate is to become effective. (For purposes of the calculation, the cost and enrollment figures must cover the same instructional period.) The rate will include the cost of teaching personnel determined by dividing the total of teaching salaries as defined in paragraph (b) of this section by the total credit hours for which part- and full-time students are enrolled. To the rate per credit hour of instruction so determined will be added an allowance of 15 percent to cover the cost of personnel related to the actual teaching process and supplies for instruction. * * *

(d) *Certification of calculation of cost of teaching personnel and supplies for instruction.* Where an educational institution is required to submit a calculation of the cost of teaching personnel and supplies for instruction, such calculation must bear the following certification of the president or chief financial officer of the institution:

I hereby certify that the attached computation has been made in accordance with the requirements set forth in paragraph 10531 of Veterans' Administration Regulations on the basis of the actual cost and enrollment of this institution for the _____ semester (or quarter) which began on _____ and ended on _____.

Signed _____

Title _____

(Secs. 1, 2, 46 Stat. 1016, 57 Stat. 43, secs. 300, 1500, 1501, 1502, 1503, Title II, 58 Stat. 286, 287, 291, 300, 301, secs. 5, 6, 7, 10, 11 (a), 59 Stat. 542, 624, 626, 631, secs. 1, 2, 3, 60 Stat. 124, 934, 61 Stat. 180, 451, 739, 791; 38 U. S. C. 11, 11a, 693g, 697, 697a, b, c, f, g, 701 ch. 12 notes, secs. 1, 3, Pub. Law 411, 80th Cong., Pub. Law 512, 80th Cong.)

This regulation effective August 1, 1949.

[SEAL] O. W. CLARK,
Deputy Administrator.

[F. R. Doc. 49-6166; Filed, July 27, 1949; 8:49 a. m.]

TITLE 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

MISCELLANEOUS AMENDMENTS

1. In § 127.102 *Special provisions applicable to international insurance service* (13 F. R. 9102) amend paragraph (b) (6) to read as follows:

(6) Each insured parcel shall be marked or labeled or stamped "Insured" in a conspicuous place on the address side, preferably to the left and directly beside the country of destination, or, beneath the country of destination. For this purpose the insurance stamp used in the domestic service shall be used as far as practicable. The customs declaration and the dispatch note, when a dispatch note is required, must also be marked or labeled or stamped "Insured." Parcels marked "Insured" by other than the Postal Service, but not actually insured by the Postal Service, are not mailable.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

2. In § 127.205 *Andorra (Republic of)* (13 F. R. 9109) amend paragraph (b) (4) to read as follows:

(b) *Parcel post.* * * *

(4) *Observations.* Same as France. Every parcel for Andorra must be accompanied by a French export license which the addressee must obtain from the Office des Changes, 8 rue de la Tour des Dames, Paris 9, France, and transmit to the sender before the parcel is mailed.

An export license issued by the Director of the French Customs Service at Toulouse (Haute Garonne) is required in the case of merchandise whose exportation from France is normally prohibited, or a foreign exchange commitment, also endorsed by the Director of the Customs Service at Toulouse, if the merchandise is not prohibited exportation from France. Therefore, it is recommended that senders wait for confirmation from the Andorran addressees that the necessary formalities have been attended to before mailing parcels to that country.

Parcels can only be delivered by the railroad station of La Tour de Carol (Pyrénées Orientales, France), and it is recommended that in addition to the address of the addressee parcels be marked "Livrable en gare de La Tour de Carol (Pyrénées Orientales, France)".

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

3. In § 127.210 *Austria* (13 F. R. 9113) amend paragraph (a) (4) to read as follows:

(a) *Regular mails*—* * *

(4) *Special delivery.* Fee, 20 cents. Articles for special delivery in localities outside the post office town are subject to collection from the addresses of a fee which is calculated in accordance with the distance of the place of destination from the post office.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

4. In § 127.19 *Special delivery (Exprès) service* (13 F. R. 9080) amend paragraph (a) by inserting "Austria" in alphabetical order in the list of countries to which special delivery service is in effect.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

5. In § 127.235 *Cuba, including Isle of Pines, West Indies* (13 F. R. 9135) amend

subdivision (v) of paragraph (b) (5) by striking out "Houston, Tex."

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

6. In § 127.235 *Cuba, including Isle of Pines, West Indies* (13 F. R. 9135) amend paragraph (b) (5) by striking out subdivisions (vi), (vii) and (viii); and by inserting in lieu thereof the following:

(b) *Parcel post.* * * *

(5) *Observations.* * * *

(vi) When there is no Cuban consul at the place where the parcel is mailed, no consular invoice is required. Instead, the sender must furnish a commercial invoice in triplicate and place on the back thereof the following statement "No hay Oficina Consular de Cuba en la localidad donde reside el remitente de este bulto postal, ni en el lugar de la Oficina postal que se expide para Cuba" (There is no Cuban consular office in the place where the sender of this parcel resides, nor in the place where the post office sending it to Cuba is located) followed by the date and the sender's signature. One copy of the commercial invoice must be placed within the parcel, and two sent to the addressee for use in claiming the merchandise at destination.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

7. In § 127.252 *France (including Monaco)* (13 F. R. 9149);

Amend subdivision (i) of paragraph (b) (1) to read as follows:

(b) *Parcel post.*

(1) *Table of rates.*

(i) *Surface parcels.*

Pounds:	Rate	Pounds:	Rate
1	$0.14	19	$2.66
2	.28	20	2.80
3	.42	21	2.94
4	.56	22	3.08
5	.70	23	3.22
6	.84	24	3.36
7	.98	25	3.50
8	1.12	26	3.64
9	1.26	27	3.78
10	1.40	28	3.92
11	1.54	29	4.06
12	1.68	30	4.20
13	1.82	31	4.34
14	1.96	32	4.48
15	2.10	33	4.62
16	2.24	34	4.76
17	2.38	35	4.90
18	2.52	36	5.04
37	$5.18	41	$5.74
38	5.32	42	5.88
39	5.46	43	6.02
40	5.60	44	6.16

Weight limit: 22,[1] 44 pounds.
Customs declarations: 1 Form 2966.
Dispatch note: 1 Form 2972.
Parcel-post sticker: 1 Form 2922.
Sealing: Optional.[2]
Group shipments: No.
Registration: No.
Insurance: No.
C. o. d.: No.

Amend paragraph (c) (1) *Table of rates* (Surface only) to read as follows:

(c) *U. S. A. gift parcels.* * * *

(1) *Table of rates.* (Surface only.)

Pounds:	Rate	Pounds:	Rate
1	$0.06	23	$1.38
2	.12	24	1.44
3	.18	25	1.50
4	.24	26	1.56
5	.30	27	1.62
6	.36	28	1.68
7	.42	29	1.74
8	.48	30	1.80
9	.54	31	1.86
10	.60	32	1.92
11	.66	33	1.98
12	.72	34	2.04
13	.78	35	2.10
14	.84	36	2.16
15	.90	37	2.22
16	.96	38	2.28
17	1.02	39	2.34
18	1.08	40	2.40
19	1.14	41	2.46
20	1.20	42	2.52
21	1.26	43	2.58
22	1.32	44	2.64

NOTE: The weight limit and other tabulated information following the postage rates in paragraph (b) (1) of this section are also applicable to "U. S. A. gift parcels."

(R. S. 161, 396, 398, secs. 304, 309, 42 stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

[SEAL] J. M. DONALDSON,
Postmaster General.

[F. R. Doc. 49-6159; Filed, July 27, 1949; 8:47 a. m.]

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

INTERNATIONAL C. O. D. SERVICE

In § 127.103 *Special provisions applicable to international c. o. d. service* (13 F. R. 9103) amend subparagraphs (1), (2), (3), (18) and (19) of paragraph (a) to read as follows:

(1) C. o. d. service has been inaugurated between the United States and Colombia and Mexico.

(2) The c. o. d. service with Colombia applies to insured parcel post packages only.

(3) The c. o. d. service with Mexico applies to registered parcel post packages and to registered Postal Union printed matter, small packets, and 8-ounce merchandise packages.

* * * * *

(18) Requests for an increase (applies to Mexico only) or reduction or cancellation of the c. o. d. charges must be made by senders, in writing, to their local postmasters, a complete description of the particular c. o. d. parcel involved being given. In each instance the postmaster at the office of mailing shall make out a Form 3818 or a letter indicating the nature of the alteration of the c. o. d. charges, filling in all necessary particulars, and then transmit the Form 3818 or letter direct to the postmaster at New York. (See exception under Mexico (§ 127.304 (b) (7) (vi).) Postage stamps in the amount of 15 cents must be affixed to the Form 3818 or letter and cancelled by the postmaster. The letter of authorization from the senders should be filed by the postmaster at the office of mailing, with the mailing-office record.

(19) A fee of 15 cents is chargeable for a single request for an increase in (applies to Mexico only) or for total or partial cancellation of the c. o. d. charges on several c. o. d. parcels to foreign countries mailed simultaneously at the same office, by the same sender, and addressed to the same addressee. If request is to be made by telegraph or cable, as the case may be, an amount sufficient to prepay the telegram or cablegram at the usual rate shall accompany the request.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

[SEAL] J. M. DONALDSON,
Postmaster General.

[F. R. Doc. 49-6158; Filed, July 27, 1949; 8:47 a. m.]

PROPOSED RULE MAKING

CIVIL AERONAUTICS BOARD

[14 CFR, Parts 41, 44]

IMPLEMENTATION OF ANNEX 6 TO CONVENTION ON INTERNATIONAL CIVIL AVIATION

OPERATION OF AIRCRAFT, SCHEDULED INTERNATIONAL SERVICES

Pursuant to authority delegated by the Civil Aeronautics Board to the Bureau of Safety Regulation, notice is hereby given that the Bureau will propose to the Board amendments to Parts 41 and 44 of the Civil Air Regulations as hereinafter set forth.

Interested persons may participate in the making of the proposed rule by submitting such written data, views, or arguments as they may desire. Communications should be submitted to the Civil Aeronautics Board, attention Bureau of Safety Regulation, Washington 25, D. C. All communications received by August 15, 1949, will be considered by the Board before taking further action on the proposed rule.

On March 5, 1949, the Bureau published in the FEDERAL REGISTER (14 F. R. 1016) the full text of Annex 6 to the Convention on International Civil Aviation, "Op-

[1] Air parcels are limited to 22 pounds in weight.

[2] When parcels are sealed it should be recommended to senders that they place a special uniform imprint in conspicuous manner on all seals.

eration of Aircraft, Scheduled International Air Services," for the information of interested persons. The Bureau requested that it be advised of the part or parts of the Annex which were considered to impose an undue burden on United States carriers engaged in scheduled international air transportation or which would otherwise be unsuitable for the regulation of such operators. The comments received were considered in formulating the Board's position with respect to approval of the Annex,[1] and they have also been considered in formulating the proposed amendments to Part 41 hereinafter set forth and in determining the differences between Part 41 and Annex 6 which the Bureau believes should continue to exist after January 1, 1950. The Bureau has also considered the effect on scheduled foreign air carriers of its current regulations in relation to the requirements of Annex 6.

In accordance with the ICAO Council's Resolution of Adoption of Annex 6, notification of differences from Annex 6 are to be filed with the Council by September 1, 1949. In order that the comments received with respect to the proposed differences from Annex 6 may be adequately considered prior to formulation of the Board's position, it is requested that they also be sent to the Bureau of Safety Regulation, Civil Aeronautics Board, Washington 25, D. C., on or before August 15, 1949. It should be noted that the amendments and statements of difference herein proposed may be changed or modified after consideration of the data, views, or arguments submitted.

1. It is proposed to amend Part 41 as follows:

(a) By including a provision requiring an air carrier to provide a flashlight for each crew member on flight deck duty.

(b) By clarifying the provisions of § 41.2722 to require sufficient fuel to be carried to enable a four-engine airplane to reach its destination or other suitable aerodrome in the event of the failure of two engines.

2. It is proposed to amend Part 44 as follows:

By requiring a scheduled foreign air carrier operating into the United States to establish a system of operational control.

3. It is proposed to file notice with ICAO that the United States Civil Air Regulations will differ from Annex 6 in the following respects. (Note that we are required to file differences where our regulations establish lower standards than Annex 6 for air carriers of the United States or higher standards for foreign air carriers than provided in the Annex. (Paragraph references below are to Annex 6.)

(a) *Paragraph 3.2.3, Flight check system.* This paragraph provides that the operator shall establish a flight check system "to ensure that the operating procedures contained in the Operations Manual and the Aeroplane Flight Manual are followed exactly." We believe that the use of the word "exactly" connotes a literal compliance with the manuals which departs from the objective of a flight check system. Our flight check system currently requires compliance with the appropriate parts of such manuals, but will not ensure "exact" compliance. We do not propose to change our current provision.

(b) *Paragraph 3.3.2.2.* We believe that this paragraph is excessively restrictive in that both the aerodrome of intended landing and the alternate aerodrome are required to be at or above the meteorological minimums for those aerodromes at the time of dispatch. Our requirements permit aircraft to be dispatched when the meteorological minimums are forecast to be at or above the minimum specified for either the destination or alternate aerodrome at the intended time of landing. We propose to continue this requirement.

(c) *Paragraph 5.2 (d) (ii) and (iv).* These paragraphs appear to require that passengers on all airplanes on all flights be instructed in the use of oxygen and the location and use of life belts. We believe that such a requirement is only justified on flights where there is some possibility of use of oxygen or life belts and where such equipment is provided. We expect our requirements for instruction in the use of such equipment to be based upon such necessity; e. g., instruction in the use of life belts to be required for long over-water flights.

(d) *Paragraph 5.3.2.* (a) This paragraph requires the furnishing of life belts, or their equivalent, in all instances where an airplane is operated beyond gliding distance from shore for more than 20 minutes. Our regulations only require such equipment in operations for "long distances over water." We do not propose to change our requirements.

(e) *Paragraph 5.4, All aeroplanes on flights over undeveloped areas.* This paragraph would appear to require some portable radio apparatus in addition to a transmitter. We do not propose to require anything more than a transmitter.

(f) *Paragraph 6.4.* The reference in this paragraph to paragraph 6.1.1 imposes more stringent radio equipment requirements for night VFR operations than is required for IFR operations. While all United States air carriers operating internationally will, in fact, meet this requirement, the attention of ICAO will be invited to the fact that the Civil Air Regulations do not establish such a requirement for aircraft operated during night VFR.

(g) *Paragraph 7.8, Records.* This paragraph appears to require that records be kept for total service time of certain equipment. We believe that records of certain aircraft instruments need only be retained from the time of last overhaul, and we do not intend to adopt the current Annex requirement.

(h) *Paragraph 10.1 (e) (ii).* This paragraph requires the operations manual to contain meteorological minimums for all suitable emergency aerodromes as well as regular and alternate ones. Because meteorological minimums are not considered relevant under emergency conditions, and because the number of aerodromes which could be used in an emergency cannot practicably be determined, the United States will not establish meteorological minimums for every aerodrome which could be used in an emergency.

4. We also propose to notify ICAO that, in addition to complying with Part 60 of the Civil Air Regulations, foreign air carriers are required to comply with Part 44 of the Civil Air Regulations. This regulation imposes requirements which are more restrictive than Annex 6 provisions in the following particulars:

(a) Part 44 requires that a foreign air carrier operate at weights not to exceed the weights established by the State of manufacture of the aircraft. This requirement is in addition to the standards contained in Annex 6.

(b) Part 44, as administered by the Civil Aeronautics Administration, requires a foreign air carrier to establish a dispatching system for operations in the United States. Note that we are also recommending a specific amendment to Part 44 along these lines.

Any amendment to the Civil Air Regulations which may be adopted as a result of this proposal will be promulgated under the authority of Title VI of the Civil Aeronautics Act of 1938, as amended.

(Secs. 205 (a), 601–610, 52 Stat. 984, 1007–1012; 49 U. S. C. 425 (a), 555–560)

Dated July 22, 1949, at Washington, D. C.

By the Bureau of Safety Regulation.

[SEAL] JOHN M. CHAMBERLAIN,
Director.

[F. R. Doc. 49–6164; Filed, July 27, 1949; 8:49 a. m.]

[1] Annex 6 was not disapproved in whole or in part by a majority of Contracting States to the Convention on International Civil Aviation and consequently will come into effect as an international standard in accordance with the Council's Resolution of Adoption on January 1, 1950.

NOTICES

DEPARTMENT OF THE INTERIOR

Office of the Secretary

[Order 2527]

MONTANA

CONSOLIDATION OF DISTRICT LAND OFFICES

JULY 22, 1949.

By virtue of the authority vested in me by section 1 of the act of August 5, 1892 (27 Stat. 368, 43 U. S. C. 124), and upon recommendation of the Director, Bureau of Land Management, it is hereby ordered, that, effective at the close of business on July 29, 1949, the district land office at Great Falls, Montana, shall be discontinued, and the business and necessary archives of that office shall be transferred to, and consolidated with, the district land office at Billings, Montana.

[SEAL] OSCAR L. CHAPMAN,
Acting Secretary of the Interior.

[F R. Doc. 49-6157; Filed, July 27, 1949; 8:47 a. m.]

ALASKA

NOTICE OF HEARING BY DEPARTMENT OF INTERIOR IN CONNECTION WITH WITHDRAWAL OF PUBLIC LANDS FOR CLASSIFICATION AND IN AID OF PROPOSED LEGISLATION MADE BY PUBLIC LAND ORDER 585 ON APRIL 14, 1949

Notice is hereby given that a public hearing will be held by Marion Clawson, Director of the Bureau of Land Management, Department of the Interior, at 10:00 a. m., August 9, 1949, in the U. S. District Court Room, Federal Building, Anchorage, Alaska, with respect to the continuance, modification or revocation of Public Land Order 585 of April 14, 1949, which withdrew public lands from settlement, location, sale, and entry under the public land laws, except the applicable coal or other mineral leasing laws, for classification and examination, and in aid of proposed legislation, as follows:

HOMER AREA

SEWARD MERIDIAN

T. 5 S., R. 11 W.,
Secs. 7, 8, 9, 16, 17, 18, 19, and 20.
T. 5 S., R. 12 W.,
Secs. 1 and 2;
Secs. 9 to 17, inclusive;
Secs. 19 to 28, inclusive;
Secs. 33, 34, and 35.
T. 6 S., R. 12 W.,
Sec. 4.

The areas described aggregate 17,270.31 acres, including public and nonpublic lands.

NINILCHIK AREA

SEWARD MERIDIAN

T. 1 S., R. 13 W.,
Secs. 30 and 31.
T. 1 S., R. 14 W.
T 2 S., R. 14 W.,
Secs. 1 to 4, inclusive, and
Secs. 8 to 17, inclusive.

The areas described aggregate 13,754.03 acres, including public and nonpublic lands.

CHENA AREA

FAIRBANKS MERIDIAN

All unsurveyed lands within two miles north of the Chena River from the range line between Tps. 1 S., Rs. 1 and 2 E., east to longitude 146°40' W.:
All unsurveyed lands within two miles south of the Chena River from longitude 147° W. to longitude 146°40' W.:
All unsurveyed lands within two miles of the Little Chena River from its mouth, northeasterly to latitude 64°55' N.

The areas described aggregate approximately 86,000 acres.

The hearing will be open to the attendance of local officers, officers of Federal and Territorial agencies, representatives of interested organizations and to all other interested persons.

All persons having cause to support or to object to the withdrawal should present their statements either orally at the hearing or in writing as soon as possible prior thereto. It is requested that those desiring to be heard at the hearing notify Lowell M. Puckett, Regional Administrator, Bureau of Land Management, Federal Building, Anchorage, Alaska, before August 9, 1949. Those desiring to present written statements should do so in accordance with the same schedule.

OSCAR L. CHAPMAN,
Under Secretary of the Interior.

JULY 26, 1949.

[F. R. Doc. 49-6221; Filed, July 27, 1949; 10:11 a. m.]

FEDERAL POWER COMMISSION

[Docket No. G-1214]

COLORADO INTERSTATE GAS CO.

NOTICE OF ORDER SUSPENDING PROPOSED FIRST REVISED SHEETS OF TARIFF

JULY 22, 1949.

Notice is hereby given that, on July 20, 1949, the Federal Power Commission issued its order entered July 19, 1949, in the above-designated matter, suspending proposed First Revised Sheets Nos. 4, 7, 12, 20, 23, 24 and 26 of Colorado Interstate FPC Gas Tariff Volume No. 1.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 49-6145; Filed, July 27, 1949; 8:45 a. m.]

[Project No. 2002]

LINOMA POWER CO.

NOTICE OF ORDER AUTHORIZING ISSUANCE OF PRELIMINARY PERMIT

JULY 22, 1949.

Notice is hereby given that, on July 21, 1949, the Federal Power Commission issued its order entered July 19, 1949, authorizing issuance of preliminary permit in the above-designated matter.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 49-6146; Filed, July 27, 1949; 8:45 a. m.]

[Docket No. G-889]

EAST TENNESSEE NATURAL GAS CO.

NOTICE OF ORDER FURTHER MODIFYING ORDER ISSUING CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

JULY 22, 1949.

Notice is hereby given that, on July 21, 1949, the Federal Power Commission issued its order entered July 21, 1949, further modifying order dated February 2, 1948 (published in the FEDERAL REGISTER on February 6, 1948 (13 F. R. 561)), issuing certificate of public convenience and necessity in the above-designated matter.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 49-6147; Filed, July 27, 1949; 8:45 a. m.]

[Docket No. G-901, G-1211]

TEXAS GAS TRANSMISSION CORP. AND TEXAS EASTERN TRANSMISSION CORP.

NOTICE OF FINDINGS AND ORDERS ISSUING CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY

JULY 22, 1949.

Notice is hereby given that, on July 20, 1949, the Federal Power Commission issued its findings and orders entered July 19, 1949, issuing certificates of public convenience and necessity in the above-designated matters.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 49-6148; Filed, July 27, 1949; 8:45 a. m.]

WEST TEXAS UTILITIES CO.

NOTICE OF ORDER APPROVING AND DIRECTING DISPOSITION OF AMOUNTS CLASSIFIED IN ACCOUNT 108, OTHER UTILITY PLANT, AND EXTENDING TIME FOR COMPLETION OF ORIGINAL COST STUDIES

JULY 22, 1949.

Notice is hereby given that, on July 20, 1949, the Federal Power Commission issued its order entered July 19, 1949, in the above-designated matter, approving and directing disposition of amounts classified in Account 108, Other Utility Plant, and extending time for completion of original cost studies.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 49-6149; Filed, July 27, 1949; 8:45 a. m.]

INTERSTATE LIGHT & POWER CO. (DELAWARE)

NOTICE OF ORDER APPROVING AND DIRECTING DISPOSITION OF AMOUNTS CLASSIFIED IN ACCOUNT 107, ELECTRIC PLANT ADJUSTMENTS

JULY 22, 1949.

Notice is hereby given that, on July 19, 1949, the Federal Power Commission issued its order entered July 19, 1949, in the above-designated matter, approving and directing disposition of amounts classified in Account 107, Electric Plant Adjustments.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 49-6150; Filed, July 27, 1949; 8:46 a. m.]

[Project No. 176]

ESCONDIDO MUTUAL WATER CO.

NOTICE OF ORDER FURTHER EXTENDING TIME FOR COMPLETION OF CONSTRUCTION

JULY 22, 1949.

Notice is hereby given that, on July 20, 1949, the Federal Power Commission issued its order entered July 19, 1949, in the above-designated matter, further extending time until December 31, 1952, for completion of construction of the project works.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 49-6151; Filed, July 27, 1949; 8:46 a. m.]

[Docket No. IT-5500]

CHICAGO DISTRICT ELECTRIC GENERATING CORP.

NOTICE OF ORDER ACCEPTING SUPPLEMENTAL RATE SCHEDULE FOR FILING

JULY 22, 1949.

Notice is hereby given that, on July 20, 1949, the Federal Power Commission issued its order entered July 19, 1949, accepting Chicago District Electric Generating Corporation's Supplement No. 15 to its Rate Schedule FPC No. 7 for filing to become effective as of January 1, 1949.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 49-6152; Filed, July 27, 1949; 8:46 a. m.]

[Docket No. G-1242]

ATLANTIC SEABOARD CORP.

NOTICE OF APPLICATION

JULY 22, 1949.

Take notice that Atlantic Seaboard Corporation (Applicant), a Delaware corporation, 1033 Quarrier Street, Charleston, West Virginia, filed on July 20, 1949, an application for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, authorizing the construction and operation of certain transmission pipe line facilities hereinafter described.

Applicant proposes to sell natural gas for resale to Bluefield Natural Gas Company (Bluefield), or, in the alternative, to such other person, firm, or corporation as shall be designated by Bluefield to redeliver said gas to it, and for such purpose to construct and operate a measuring and regulating station at a point on Applicant's 20-inch natural-gas transmission pipe line east of its Flat Top Compressor Station in Summers County, West Virginia. The estimated requirements of Bluefield to be supplied by Applicant are estimated to be 61,300 Mcf in 1950, increasing to 184,000 Mcf in 1953. The estimated peak day deliveries for the winter 1950-1951 are 500 Mcf; and for the winter 1952-1953, 1,000 Mcf.

The estimated cost of the proposed facilities to be constructed by Applicant is approximately $9,000, and will be financed from funds on hand.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D. C., in accordance with the rules of practice and procedure (18 CFR, 1.8 or 1.10) within 15 days from the date of publication hereof in the FEDERAL REGISTER. The application is on file with the Commission for public inspection.

[SEAL] LEON M. FUQUAY, *Secretary.*

[F. R. Doc. 49-6156; Filed, July 27, 1949; 8:47 a. m.]

GENERAL SERVICES ADMINISTRATION

[Administrative Order 2]

CONTRACT SETTLEMENT

DESIGNATION OF DEPUTY DIRECTOR

JULY 20, 1949.

Pursuant to the authority vested in me by sections 102 (b) and 205 (d) of the Federal Property and Administrative Services Act of 1949 (Public Law 152, 81st Cong.) and section 4 (d) of the Contract Settlement Act of 1944 (58 Stat. 651, 41 U. S. C. 104 (d)), I hereby designate J. W. Follin as Deputy Director of Contract Settlement with full authority to perform the functions of the Director of Contract Settlement except for the authority (a) to issue regulations on matters of policy having application to Executive agencies, (b) to regroup, transfer or distribute any functions within the General Services Administration, or (c) to appoint and fix the compensation and term of office of the members of the Appeal Board established under section 13 (d) of said Contract Settlement Act of 1944.

JESS LARSON, *Administrator.*

[F. R. Doc. 49-6169; Filed, July 27, 1949; 8:59 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 54-111, 59-12]

AMERICAN & FOREIGN POWER CO., INC., ET AL.

ORDER GRANTING AND PERMITTING APPLICATION-DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the city of Washington, D. C., on the 21st day of July A. D. 1949.

In the matter of American & Foreign Power Company, Inc., Electric Bond and Share Company, File No. 54-111; Electric Bond and Share Company, American & Foreign Power Company, Inc. et al., Respondents, File No. 59-12.

American & Foreign Power Company, Inc. ("Foreign Power") and Electric Bond and Share Company ("Bond and Share"), both registered holding companies, having filed a joint application-declaration pursuant to the Public Utility Holding Company Act of 1935 with respect to the transfer by Bond and Share to Foreign Power of $19,500,000 principal amount of 6%, 20-year Debenture Bonds of Cuban Electric Company, due May 1, 1948, in exchange for a 3-year, 6% promissory note of Foreign Power in the principal amount of $19,500,000 to be payable to Bond and Share; and certain motions having been filed by stockholder groups participating in the proceeding requesting that the Commission suspend or impound all interest and dividend payments by Foreign Power and Cuban Electric Company to Bond and Share; and

Public hearings having been held after appropriate notice, briefs filed, oral arguments heard, the Commission having filed its findings and opinion herein, and the Commission having determined that said application-declaration should be granted and permitted to become effective, subject to certain conditions and reservations of jurisdiction as hereinafter set forth;

It is hereby ordered, Pursuant to the applicable provisions of the act and subject to the terms and conditions prescribed in Rule U-24, that the said application-declaration is hereby granted and permitted to become effective forthwith, subject to the reservations of jurisdiction hereinafter contained and subject to the following additional terms and conditions:

(1) That the note proposed to be given by Foreign Power to Bond and Share in the sum of $19,500,000 be modified to contain the following express condition and limitation: "This note of Foreign Power shall be valued for the purpose of satisfaction or discharge as a claim against Foreign Power in an amount equal to the value, as of the date hereof, of the consideration given therefor, namely $19,500,000 principal amount of said 6% Debentures of Cuban Electric Company and the approval of the Securities and Exchange Commission of the issuance of this note is without prejudice to the right of any interested person or the Commis-

sion hereafter to raise any defenses, claims or offsets, legal or equitable, with respect to this note, which might be raised as of the date hereof, with respect to the rank and status of said 6% Debentures in the hands of Bond and Share. No payment shall be made or received on or with respect to the principal of this note, at maturity or otherwise, except pursuant to permission of the Commission."

(2) That in the event Foreign Power is unable to call at least $10,000,000 of New Mortgage Bonds no further steps shall be taken to consummate the proposed transactions unless a further application shall have been made to this Commission and a Supplemental Order shall have been issued authorizing such consummation.

It is further ordered, That decision on the motions heretofore filed, relating to the payment of interest by Foreign Power and related matters, be and is hereby deferred pending further order of the Commission, and jurisdiction be and is hereby reserved to take such other action as may be necessary or appropriate with respect to the aforesaid motions.

It is further ordered, That jurisdiction be and is hereby reserved to take such action hereafter with respect to all payments of interest and dividends, by Foreign Power and by Cuban Electric Company to Bond and Share, as may be found appropriate.

Bond and Share and Foreign Power having requested that the order of the Commission herein conform to the pertinent requirements of the Internal Revenue Code, as amended, and contain the recitals and specifications prescribed therein; and it appearing to the Commission that the companies' request in this respect should be granted:

It is further ordered and recited, That the transfer by Bond and Share to Foreign Power of $19,500,000 principal amount of 6% Debentures, Series A, due May 1, 1948, the issuance by Foreign Power of its three-year 6% promissory note in the principal amount of $19,500,000, and the delivery thereof to Bond and Share in exchange for the aforesaid Debentures of Cuban Electric Company, are necessary or appropriate to the integration or simplification of the holding company system of which Bond and Share and Foreign Power are members and are necessary or appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 49-6153; Filed, July 27, 1949; 8:46 a. m.]

[File Nos. 70-1825, 70-2091, 70-2160, 70-2170]

NARRAGANSETT ELECTRIC CO. ET AL.

SUPPLEMENTAL ORDER RELEASING JURISDICTION AND GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission held at its office in the city of Washington, D. C. on the 21st day of July A. D. 1949.

In the matter of The Narragansett Electric Company, File No. 70-2091; Attleboro Steam and Electric Company, Beverly Gas and Electric Company, Central Massachusetts Electric Company, Eastern Massachusetts Electric Company, Gardner Electric Light Company, Gloucester Electric Company, Gloucester Gas Light Company, Granite State Electric Company, Haverhill Electric Company, Lawrence Gas and Electric Company, The Lowell Electric Light Corporation, Malden and Melrose Gas Light Company, Worcester Suburban Electric Company, New England Power Company, Northampton Electric Lighting Company, Northern Berkshire Gas Company, Quincy Electric Light and Power Company, Salem Gas Light Company, Southern Berkshire Power & Electric Company, Suburban Gas and Electric Company, Wachusett Electric Company, Weymouth Light and Power Company, Worcester County Electric Company, File No. 70-1825; New England Power Company, New England Electric System, File No. 70-2160; Worcester County Electric Company, File No. 70-2170.

New England Power Company ("NEPCO"), a public-utility subsidiary company of New England Electric System, a registered holding company, having filed an application pursuant to the Public-Utility Holding Company Act of 1935, particularly section 6 (b) thereof and Rule U-50 thereunder, regarding the issue and sale at competitive bidding of $5,000,000 principal amount of its First Mortgage Bonds; and

The Commission having by order dated July 13, 1949, granted said application, subject to the condition that the proposed issue and sale of said bonds should not be consummated until the results of competitive bidding pursuant to Rule U-50 had been made a matter of record in this proceeding and a further order entered by the Commission in the light of the record as so completed, and subject to a further reservation of jurisdiction with respect to the payment of fees and expenses incurred or to be incurred in connection with the transactions; and

NEPCO having filed an amendment to its application setting forth the action taken to comply with the requirements of Rule U-50 and stating that, pursuant to an invitation for competitive bids, the following bids for said bonds were received:

Bidding group headed by—	Interest rate	Price to company [1]	Annual cost to company
	Percent	*Percent*	*Percent*
Halsey, Stuart & Co. Inc.	2¾	100.11	2.7446
Union Securities Corp	2¾	100.08	2.7461
Kidder, Peabody & Co	2⅞	102.339	2.7598
Otis & Co	2⅞	102.33	2.7603
The First Boston Corp	2⅞	102.265	2.7634
F. S. Moseley & Co.	2⅞	102.165	2.7683
Equitable Securities Corp.	2⅞	102.14	2.7695
Merrill, Lynch, Pierce, Fenner & Beane and Lee Higginson Corp.	2⅞	102.1399	2.7695
Carl M. Loeb, Rhoades & Co. and E. H. Rollins & Sons Inc.	2⅞	102.11	2.7710

[1] Exclusive of accrued interest to date of delivery.

The amendment further containing a statement that NEPCO has accepted the bid of Halsey, Stuart & Co. Inc. for said bonds, as set forth above, and that said bonds will be offered to the public at a price of 100.50% of the principal amount thereof, plus accrued interest, resulting in an underwriter's spread of 0.39% of the principal amount of said bonds or an aggregate amount of $19,500; and

The amendment also having set forth the nature and extent of all of the fees and expenses incurred or to be incurred in connection with the bond transaction except the legal fees of Ryan, Smith & Carbine of Rutland, Vermont and Sulloway, Piper, Jones, Hollis and Godfrey of Concord, New Hampshire, local counsel employed by NEPCO; and

NEPCO having also submitted a statement of other fees and expenses estimated in the aggregate in the amount of $63,000 and including registration fee and Federal revenue tax of $6,020; printing and engraving expenses of $20,500; accounting expense of $7,000; expenses for services of trustees, transfer agents and registrar, $5,000; expenses in connection with the preparation of documents relating to said bonds and to proceedings before the Commission with reference thereto of $15,000; and $5,000 to Messrs. Milbank, Tweed, Hope & Hadley of New York, New York counsel to the successful bidder for said bonds, whose fee is to be paid by the successful bidder; and

The Commission having examined said amendment and the evidence submitted with respect to fees and expenses and having considered the record herein, and finding that the payment of fees and expenses in the amounts proposed is not unreasonable and that it is appropriate in the public interest to release jurisdiction with respect thereto; except with respect to the legal fees of Ryan, Smith & Carbine and Sulloway, Piper, Jones, Hollis and Godfrey which, it is stated, have not been determined:

It is ordered, That jurisdiction heretofore reserved with respect to the matters to be determined as a result of competitive bidding for said bonds under Rule U-50 and that jurisdiction heretofore reserved with respect to all fees and expenses, except the legal fees of Ryan, Smith & Carbine and Sulloway, Piper, Jones, Hollis and Godfrey, be, and the same hereby is, released, and that said application, as amended be, and the same hereby is, granted forthwith; subject, however, to the terms and conditions prescribed in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 49-6154; Filed, July 27, 1949; 8:46 a. m.]

[File Nos. 54-50, 54-82, 59-10, 59-39]

NORTH AMERICAN CO. ET AL.

SUPPLEMENTAL ORDER GRANTING TRANSFER OF CERTAIN STOCK AND RESERVING CERTAIN JURISDICTION

At a regular session of the Securities and Exchange Commission, held at its office in the city of Washington, D. C., on the 20th day of July 1949.

In the matter of the North American Company and its subsidiary companies, File No. 59-10; The North American Company, File No. 54-82; North American Light & Power Company, Holding Company System, and The North American Company, File No. 59-39; North American Light & Power Company, File No. 54-50.

The Commission having issued its order on December 30, 1941, pursuant to section 11 (b) (2) of the Public Utility Holding Company Act of 1935 ("act") directing the liquidation and dissolution of North American Light & Power Company ("Light & Power"), a registered holding company; and

The Commission having issued its order on June 25, 1947, approving, subject to certain conditions, amended Plan I filed pursuant to section 11 (e) of the act by The North American Company ("North American"), a registered holding company, and joined in by its subsidiary, Light & Power, providing for the liquidation and dissolution of Light & Power; and

An order approving said plan and directing enforcement thereof having been entered by the United States District Court for the District of Delaware on November 6, 1947, which order having been affirmed by the United States Court of Appeals for the Third Circuit on November 5, 1948, and no petition to the Supreme Court of the United States for a writ of certiorari to review said affirmance having been filed, and the time within which to file such petition having expired; and

The Commission having issued its Supplemental Orders of August 4, 1947, January 10, 1949, and May 13, 1949 amending the said order of June 25, 1947, to include certain recitals conforming to the requirements of Supplement R of Chapter 1 and section 1808 (f) of Chapter 11 of the Internal Revenue Code, as amended, and having reserved jurisdiction in said Supplemental Orders to enter such other or further orders conforming to the requirements of Supplement R of Chapter 1 and section 1808 (f) of Chapter 11 of the Internal Revenue Code, as amended, as might appear to the Commission to be appropriate; and

The said plan having been partially consummated so that North American is now the sole stockholder of Light & Power, and, in connection with and as a part of its final liquidation and dissolution as contemplated by the said plan, Light & Power having proposed to distribute and transfer to North American as its sole stockholder 597,474 shares of the outstanding Common Stock, $5 par value, of The Kansas Power and Light Company ("Kansas") in exchange for and on surrender for cancellation of all of the right, title and interest of North American in and to all of the 5½% Debentures of Light & Power now owned by North American, 491,376 shares of such Kansas Common Stock in exchange for and on surrender for retirement of all of the right, title and interest of North American in and to all of the $6 Cumulative Preferred Stock of Light & Power now owned by North American, and 2,711,150 shares of such Kansas Common Stock as a distribution to North American as the holder of all of the outstanding Common Stock of Light & Power, and Light & Power and North American having requested that the Commission issue a supplemental order containing the recitals, findings and orders hereinafter set forth; and

The Commission having considered said application and deeming it appropriate in the public interest and in the interest of investors and consumers that said application be granted:

It is ordered, That the order dated June 25, 1947, in these proceedings, as heretofore amended by Supplemental Orders of August 4, 1947, January 10, 1949 and May 13, 1949 be, and the same hereby is, further amended by adding thereto the following provisions:

It is further ordered and recited and the Commission finds, That:

(a) The proposed transfer and delivery by North American Light & Power Company to The North American Company of 597,474 shares of Common Stock $5 par value of The Kansas Power and Light Company (represented by Certificates Nos. CU-35, CU-48, CU-59, CU-62, CU-64, CU-66, CU-67, and to the extent of 597,467 shares, by Certificate No. CU-83), in exchange for and on surrender for cancellation of all of the right, title and interest of The North American Company in and to all of the 5½% Debentures of North American Light & Power Company now owned by The North American Company;

(b) The proposed transfer and delivery by North American Light & Power Company to The North American Company of 491,376 shares of Common Stock $5 par value of the Kansas Power and Light Company (represented to the extent of such 491,376 shares, by Certificate No. CU-83) in exchange for and on surrender for retirement of all of the right, title and interest of The North American Company in and to all of the $6 Cumulative Preferred Stock of North American Light & Power Company now owned by The North American Company; and

(c) The proposed distribution and transfer by North American Light & Power Company to The North American Company as the holder of all of the outstanding Common Stock of North American Light & Power Company of 2,711,150 shares of Common Stock $5 par value of The Kansas Power and Light Company (represented by Certificate No. CU-84 and, to the extent of 2,011,150 shares, by Certificate No. CU-83), all in connection with and as a part of the final liquidation and dissolution of North American Light & Power Company and all as authorized or permitted by this order of the Commission of June 25, 1947, and in obedience thereto, are necessary and appropriate to the integration of the holding company system of which The North American Company and North American Light & Power Company are members and are necessary or appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935.

It is further ordered, That jurisdiction be, and hereby is, reserved to enter such other or further orders, conforming to the requirements of Supplement R of Chapter 1 and section 1808 (f) of Chapter 11 of the Internal Revenue Code, as amended, as may appear to the Commission to be appropriate.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 49-6155; Filed, July 27, 1949; 8:47 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

AUTHORITY: 40 Stat. 411, 55 Stat. 839, Pub. Laws 322, 671, 79th Cong., 60 Stat. 50, 925; 50 U. S. C. and Supp. App. 1, 616, E. O. 9193, July 6, 1942, 3 CFR, Cum. Supp., E. O. 9567, June 8, 1945, 3 CFR, 1945 Supp., E. O. 9788, Oct. 14, 1946, 11 F. R. 11981.

[Vesting Order 13516]

ERNESTO HERMAN GUILLERMO LUIS FRIELINGHAUS

In re: Bonds owned by Ernesto Herman Guillermo Luis Frielinghaus, also known as Ernesto H. G. L. Frielinghaus, and as Ernesto Frielinghaus. F-28-30377.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Ernesto Herman Guillermo Luis Frielinghaus, also known as Ernesto H. G. L. Frielinghaus, and as Ernesto Frielinghaus, on or since the effective date of Executive Order 8389, as amended, and on or since December 11, 1941, has been a resident of Germany, and is a national of a designated enemy country (Germany);

2. That the property described as follows:

a. One (1) City of Sao Paulo External Secured Sinking Fund 6½% Bond of $1,000.00 face value, bearing the number M 3011, and presently in the custody of The National City Bank of New York, 55 Wall Street, New York, New York, in an account entitled Vereinsbank in Hamburg, together with any and all rights thereunder and thereto, and

b. One (1) State of Sao Paulo External Secured Sinking Fund 7% Bond of $1,000.00, face value, bearing the number 6812, and presently in the custody of The National City Bank of New York, 55 Wall Street, New York, New York, in an account entitled Vereinsbank in Hamburg, together with any and all rights thereunder and thereto,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate con-

sultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 6, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 49-6171; Filed, July 27, 1949; 8:59 a. m.]

[Vesting Order 13550]

EXPORTKREDITBANK A. G.

In re: Bank acount owned by Exportkreditbank A. G. F-19-314.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Exportkreditbank A. G., the last known address of which is Berlin, Germany, is a corporation, organized under the laws of Germany, and which has or, since the effective date of Executive Order 8389, as amended, has had its principal place of business in Germany, and is a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation of The National City Bank of New York, 55 Wall Street, New York, New York, in the amount of $4,500.00 as of October 15, 1948, representing a portion of an account of D. B. Adler & Co., Copenhagen, maintained in the aforesaid bank, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on accqunt of, or owing to, or which is evidence of ownership or control by, Exportkreditbank A. C., the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 13, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 49-6172; Filed, July 27, 1949; 8:59 a. m.]

[Vesting Order 13565]

HENRY W. T. STEINWAY AND WERNER FRICKE

In re: Trust under deed of Henry W. T. Steinway, deceased for Werner Fricke, deceased. File D-28-1910-G-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Lothar Heintze whose last known address is Germany is a resident of Germany and a national of a designated enemy country (Germany);

2. That the domiciliary personal representatives, heirs-at-law, next-of-kin, legatees and distributees, names unknown, of Werner Fricke, deceased, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany);

3. That all right, title, interest and claim of any kind or character whatsoever of the persons identified in subparagraphs 1 and 2 hereof, in and to and arising out of or under that certain trust agreement dated January 30, 1923, by and between Henry W. T. Steinway, party of the first part and United States Trust Company of New York, party of the second part, presently being administered by United States Trust Company of New York, 45 Wall Street, New York, New York,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by the aforesaid nationals of a designated enemy country (Germany);

and it is hereby determined:

4. That to the extent that the person named in subparagraph 1 hereof and the domiciliary personal representatives, heirs-at-law, next-of-kin, legatees and distributees, names unknown, of Werner Fricke, deceased, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 18, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 49-6173; Filed, July 27, 1949; 8:59 a. m.]

[Vesting Order 13568]

BUCHLER'S HANDELMAATSCHAPPIJ N. V.

In re: Debt owing to Buchler's Handelmaatschappij N. V.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Chininfabrik Braunschweig Buchler & Co., the last known address of which is 294 Frankfurter Strasse, Braunschweig, Germany, is a corporation organized under the laws of Germany, and which has or, since the effective date of Executive Order 8389, as amended, has had its principal place of business in Germany and is a national of a designated enemy country (Germany);

2. That Buchler's Handelmaatschappij N. V. is a corporation organized under the laws of Holland, whose principal place of business is located at Amsterdam, Holland, and is or, since the effective date of Executive Order 8389, as amended, has been controlled by or acting or purporting to act directly or indirectly for the benefit or on behalf of the aforesaid Chininfabrik Braunschweig Buchler & Co., and is a national of a designated enemy country (Germany);

3. That the property described as follows: That certain debt or other obligation owing to Buchler's Handelmaatschappij N. V. by Chas. L. Huisking & Co. Inc., 155 Varick Street, New York 13, New York, in the amount of $442.04 as of June 30, 1947, together with any and all accruals thereto and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Buchler's Handelmaatschappij N. V., the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

4. That Buchler's Handelmaatschappij N. V. is controlled by or acting for or on behalf of a designated enemy country (Germany) or persons within such country and is a national of a designated enemy country (Germany); and

5. That to the extent that the persons named in subparagraphs 1 and 2 hereof

are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 18, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 49-6174; Filed, July 27, 1949; 8:59 a. m.]

[Vesting Order 13574]

JOHANN KOPKE, JR.

In re: Stock owned by the personal representatives, heirs, next of kin, legatees and distributees of Johann Kopke, Jr., deceased. F-28-324-D-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That the personal representatives, heirs, next of kin, legatees and distributees of Johann Kopke, Jr., deceased, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany);

2. That the property described as follows: Three hundred and fifteen (315) shares of no par value capital stock of United Fruit Company, 1 Federal Street, Boston, Massachusetts, a corporation organized under the laws of the State of New Jersey, evidenced by certificates in the amounts and numbered as set forth below:

Certificate numbers:	*Number of shares*
5991	100
54135	5
83357	100
83358	100
199636	10

said certificates registered in the name of Johann Kopke, Jr., together with all declared and unpaid dividends thereon,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the personal representatives, heirs, next of kin, legatees and distributees of Johann Kopke, Jr., deceased, the aforesaid nationals of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the personal representatives, heirs, next of kin, legatees and distributees of Johann Kopke, Jr., deceased, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meaning prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 18, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 49-6176; Filed, July 27, 1949; 8:59 a. m.]

[Vesting Order 12365, Amdt.]

HERMANN MENZELL

In re: Trust under deed of Hermann Menzell. Files F-28-7111 and F-28-7111-G-1.

Vesting Order 12365, dated November 15, 1948, is hereby amended to read as follows:

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Peter Degler, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows:

a. The sum of $1,169.84, as of September 12, 1947, together with all accretions thereto, less lawful commissions and taxes, in the possession of President and Directors of the Manhattan Company, 40 Wall Street, New York, New York, successor trustee, payable to the person named in subparagraph 1 hereof pursuant to the terms of an instrument of August 20, 1926, addressed to International Acceptance Securities and Trust Company, New York, and

b. All rights and interests evidenced by claim number 677 against the State Title and Mortgage Company, New York, New York, under guarantee number 13840 issued by said Company, together with any and all rights to enforce and collect the same and the rights to the transfer and possession of any and all instruments evidencing such rights and interests,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 18, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 49-6177; Filed, July 27, 1949; 8:59 a. m.]